

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

REGULAR MEETING

July 16, 2018

1. Meeting called to Order.
2. Chairman's statement in accordance with C. 231, PL 1975.
3. Roll Call.
4. Salute to the Flag.
5. Chairman's Remarks.
6. Approval of Minutes – Regular Meeting – June 19, 2018
7. Public Comments (any subject).
8. Consideration for approval list of Resolutions attached dated July 16, 2018.
9. Report of Committees:
 - a. Finance Committee
 - b. Personnel Committee
 - c. Insurance Committee
 - d. Operating Committee
 - e. Strategic Plan Subcommittee
 - f. Buildings and Grounds Committee
 - g. Safety and Security Committee
10. Report of Treasurer.
11. Report of Counsel.
12. Report of Engineer.
13. Report of Executive Director
14. Report of Superintendent
15. Old Business
16. New Business
17. Public Comments (on subjects 5 through 16).
18. Adjournment.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

LIST OF RESOLUTIONS

July 16, 2018

- | | |
|--------------------|---|
| 71-2018 | Approval of Vouchers, Payroll and Tax Deposits |
| 72-2018 | Appointment of Executive Director – James Rotundo |
| 73-2018 | Approval of Creation of New Position, Authority Engineer, and Appointment of Howard Hurwitz |
| 74-2018 | Resolution of the Governing Body of the Northwest Bergen County Utilities Authority Authorizing Stipend and License Incentive Payments to Supervisory Employees |
| 75-2018 | Resolution of the Governing Body of the Northwest Bergen County Utilities Authority Ratifying and Authorizing Execution of a Collective Bargaining Agreement |
| 76-2018 | Approval of Sewer Extension – 424 Colony Court, Township of Wyckoff |
| 77-2018 | Resolution to Engage the Services of T&M Associates to Provide the Engineering Professional Services required for the Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation Project related to Planning, Design, Bidding, Contract Administration and Resident Inspection |
| 78-2018 | Resolution to Engage the Services of T&M Associates to Provide the Engineering Professional Services required for the Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation Project related to Contract Administration |
| 79-2018 | Award Bid – Magnesium Hydroxide Slurry |
| 80-2018 | Resolution authorizing Executive Director to Enter into a Professional Services Contract with Valley Medical Group regarding the Coordination and Conduct of Alcohol and Drug Testing Services |
| 81-2018 | Resolution Authorizing the Use of Sourcewell National Cooperative |
| 82-2018 | Resolution amending the not to exceed cost of the Professional Services Agreement with Chavond Barry Engineering to provide Engineering Services |
| 83-2018 | Resolution designating an Authorized Representative for the Ho-Ho-Kus Trunk Sewer East Project, S340700-18 |
| 84-2018 | Governing Body Certification of Compliance with the United States Equal Employment Opportunity Commission’s “Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964” |
| 85-2018 | Authorization for Payment of Bills in August 2018 |

Revised 7/16/2018

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 71-2018

Date: July 16, 2018

**APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND
PENSIONS & BENEFITS TRANSFERS**

WHEREAS, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

WHEREAS, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

WHEREAS, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of June 2018 and Health Benefits and Dental Benefits transfers for July 2018; and

WHEREAS, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listed on the attached reports and have found them to be in order.

NOW, THEREFORE, BE IT RESOLVED,

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated July 16, 2018 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$370,787.73

ACCOUNT: Tax Deposit Account
Total: \$159,972.10

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$101,852.24

ACCOUNT: Health Benefits Contribution Employee
Total: \$19,653.60

ACCOUNT: Dental Benefits
Total Transfer: \$4,227.46

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 71-2018

Date: July 16, 2018

**APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND
PENSIONS & BENEFITS TRANSFERS**

ACCOUNT: PERS and Contributory Insurance

Total Transfer: \$32,044.92

ACCOUNT: PERS and Contributory Insurance – RETRO

Total Transfer: \$5,619.11

ACCOUNT: Defined Contribution Retirement Program – Employer

Total Transfer: \$12.50

ACCOUNT: Defined Contribution Retirement Program – Employee

Total Transfer: \$26.00

ACCOUNT: Operating Account

Total: \$301,600.87

ACCOUNT: General Improvement Account

Total: \$45,236.06

ACCOUNT: 2015 NJEIT Project Account

Total: \$1,455.00

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTON

No. 72-2018

Date: July 16, 2018

APPOINTMENT OF EXECUTIVE DIRECTOR – JAMES ROTUNDO

WHEREAS, the Authority serves as a body politic and corporate constituting a political subdivision of the State of New Jersey, existing under and by virtue of N.J.S.A. 40:14B-1 et.seq.; and

WHEREAS, pursuant to N.J.S.A. 40:14b-18, the Authority is authorized to appoint and employ full or part-time, inter alia, an Executive Director, as the Authority may determine necessary for its efficient operations, and shall determine those qualifications, terms of office, duties, compensation and enter into contracts therefore, for periods not exceeding five (5) years, as it determines necessary; and

WHEREAS, by Resolution dated December 27, 1982, the Authority established the position of Executive Director; and

WHEREAS, a vacancy has occurred in the position of Executive Director following the contract expiration of Howard Hurwitz on July 31, 2018; and

WHEREAS, Mr. James Rotundo has served in the position of Assistant Executive Director since December 13, 2010 and has performed in this role in an exemplary manner; and

WHEREAS, the Commissioners of the Authority consider James Rotundo competent and qualified to perform the duties of the office of Executive Director of the Northwest Bergen County Utilities Authority, commencing July 30, 2018, until July 30, 2023, at a starting annual rate of compensation in the amount of \$155,000.00; and

WHEREAS, the terms and conditions of the appointment herein shall be and they are hereby subject to the availability and appropriation annually of sufficient funds as may be required to meet any extended obligation contained herein; and

WHEREAS, the Authority concludes that the appointment contemplated herein shall be and is hereby determined to be necessary for the efficient operations of the Authority;

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority as follows:

1. James Rotundo shall be and is hereby appointed to serve as Executive Director for five (5) years, commencing July 30, 2018 until July 30, 2023.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 72-2018

Date: July 16, 2018

APPOINTMENT OF EXECUTIVE DIRECTOR – JAMES ROTUNDO

2. The Commissioners of the Northwest Bergen County Utilities Authority hereby authorize their attorney to draft an employment agreement memorializing the scope of services to be performed and compensation to be paid in connection with providing the services outlined herein in such final form as is acceptable to the Authority, as evidenced by the Chairman's signature thereon.
3. That the foregoing appointment shall be and is hereby determined to be necessary for the efficient operations of the Authority.
4. Any and all resolutions, appointments and/or engagements inconsistent herewith shall, to the extent of their inconsistency, be and the same are hereby superseded, and this resolution shall serve as authorization to implement the terms hereof.
5. The formal action(s) of the Commissioners of the Northwest Bergen County Utilities Authority embodied herein are expressly contingent upon and subject to the provisions of N.J.S.A. 40:14b-14(b).

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a public meeting held on July 16, 2018.

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTON

No. 73-2018

Date: July 16, 2018

**APPROVAL OF CREATION OF NEW POSITION, AUTHORITY
ENGINEER, AND APPOINTMENT OF HOWARD HURWITZ**

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) has determined that there presently exists the need to create a new position entitled “Authority Engineer”; and

WHEREAS, N.J.S.A. 40:14B-1 provides, *inter alia*, that the Authority may “appoint and employ, such other agents and employees as it may require and determine their duties and compensation”; and

WHEREAS, the position will require the application of engineering and management principles to support all areas of the Authority’s business as a Federal and State regulated New Jersey Public Water System; and

WHEREAS, the Authority Engineer shall report to the Executive Director; and

WHEREAS, the position involves a variety of administrative and technical duties related to public works and environmental engineering. Areas of responsibility are versatile and include: the overall technical/engineering activities of the Authority, procurement, planning, design, construction, safety, system additions and improvements, flow metering and various other support activities; and

WHEREAS, the position requires an understanding of and involvement in all facets of NBCUA operations and systems; and

WHEREAS, the Authority has determined that based on his experience, Mr. Howard Hurwitz is competent, qualified and experienced to perform this job and therefore desires to offer the position of the Authority Engineer to Mr. Hurwitz; and

WHEREAS, the Authority has determined on the basis of the foregoing to hire Mr. Hurwitz as the Authority Engineer effective July 30, 2018 at an annual salary of ninety three thousand dollars (\$93,000); and

WHEREAS, there are sufficient funds available in the Authority budget for this new position.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTON

No. 73-2018

Date: July 16, 2018

**APPROVAL OF CREATION OF NEW POSITION, AUTHORITY
ENGINEER, AND APPOINTMENT OF HOWARD HURWITZ**

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority as follows:

1. Mr. Howard Hurwitz shall be and is hereby assigned the position of Authority Engineer effective July 30, 2018 to perform all those services, duties and responsibilities set forth in the Job Description – “Authority Engineer”.
2. Mr. Hurwitz shall be an employee at will and will be compensated at an annual salary of Ninety Three Thousand Dollars (\$93,000).

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a public meeting held on July 16, 2018.

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

Job Description: ***Authority Engineer, Management Level***

Summary

The position will require the application of engineering and management principles to support all areas of the Authority's business as a Federal and State regulated New Jersey Public Water System.

Duties and Responsibilities

The Authority Engineer will work under the general direction of the Executive Director. The position involves a variety of administrative and technical duties related to public works and environmental engineering. Areas of responsibility are versatile and include: the overall technical/engineering activities of the Authority, procurement, planning, design, construction, safety, insurance, system additions and improvements, flow metering and various other support activities. The position requires an understanding of and involvement in all facets of NBCUA operations and systems.

Duties Include (but not limited to):

- Participate in the design of facility features and perform computations involved in engineering construction and operations.
- Provide technical and financial review of potential system improvement options.
- Development of request for proposals and/or bids for consulting services, equipment purchases, contracted services, etc.
- Participate in proposal and bid review;
- Participate in project management and construction administration;
- Provide capital planning and assist in budget preparation;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 74-2018

Date: July 16, 2018

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY AUTHORIZING STIPEND AND LICENSE
INCENTIVE PAYMENTS TO SUPERVISORY EMPLOYEES**

WHEREAS, the Authority encourages all employees to obtain licenses and pursue trades that benefit the Authority; and

WHEREAS, five supervisory employees possess licenses that confer benefits on the Authority; and

WHEREAS, three supervisory employees have provided services to the Authority in a skilled trade; and

WHEREAS, the Authority's Superintendent has recommended license incentive and stipend payments for all of the supervisory employees referenced above; and

NOW, THEREFORE, BE IT RESOLVED by the Authority's Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority is hereby authorized to pay Nicholas Fabbriatore a license incentive of \$4,500 for holding a S2/C4 license.
3. The Authority is hereby authorized to pay Angelo DiPaola a license incentive of \$3,750 for holding a S2/C3 license.
4. The Authority is hereby authorized to pay Alexander Lerch a license incentive of \$1,500 for holding a S1/C1 license.
5. The Authority is hereby authorized to pay Robert Genetelli a license incentive of \$6,000 for holding a S4/C4 license.
6. The Authority is hereby authorized to pay Edwin Walker a license incentive of \$2,250 for holding a C3 license.
7. The Authority is hereby authorized to pay William Eletto a trade stipend of \$1,000 for his Backflow Preventer Certification.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 74-2018

Date: July 16, 2018

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY AUTHORIZING STIPEND AND LICENSE
INCENTIVE PAYMENTS TO SUPERVISORY EMPLOYEES**

8. The Authority is hereby authorized to pay Angelo DiPaola a trade stipend of \$1,000 for his Backflow Preventer Certification.
9. The Authority is hereby authorized to pay Andrew Agugliaro a stipend of \$1,000 for his PACP certification and TV camera truck service.
10. This Resolution shall be effective immediately.

ADOPTED: July 16, 2018

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on July 16, 2018.

MICHAEL KASPARIAN
CHAIRMAN

ALISON GORDON
SECRETARY

	Bonagura	Chewcaskie	Gabbert	Lo Iacono	Kelaher	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 75-2018

Date: July 16, 2018

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY RATIFYING AND AUTHORIZING
EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT**

WHEREAS, various non-supervisory employees of the Northwest Bergen County Utilities Authority (“Authority”) are organized into a collective bargaining unit known as the Northwest Bergen County Utilities Authority Non-Supervisory Employees Group (“Group”); and

WHEREAS, the Authority and the Group have negotiated a successor collective bargaining agreement; and

WHEREAS, the Authority and the Group have negotiated such a successor agreement for the period of July 1, 2018 through December 31, 2022, and have reduced such agreement to writing, which requires execution by the appropriate Authority official; and

WHEREAS, the Group has ratified said agreement and the Authority’s Executive Director and Labor Counsel have recommended the adoption of same by the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Authority’s Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority’s Governing Body ratifies the collective bargaining agreement between the Authority and the Group for the period of July 1, 2018 through December 31, 2022.
3. The Authority’s Executive Director and/or his designee are authorized to execute any such documents, and undertake such other tasks that are reasonably required to execute said collective bargaining agreement on behalf of the Authority.
4. This Resolution shall be effective immediately.

ADOPTED: July 16, 2018

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 75-2018

Date: July 16, 2018

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY RATIFYING AND AUTHORIZING
EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT**

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on July 16, 2018.

**MICHAEL KASPARIAN
CHAIRMAN**

**ALISON GORDON
SECRETARY**

	Bonagura	Chewcaskie	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

AND

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
NON-SUPERVISORY EMPLOYEES GROUP**

JULY 1, 2018 THROUGH December 31, 2022

Ratified July 16, 2018

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PREAMBLE

AGREEMENT made this ____ day of ____, 2018 by and between NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, a Body Politic of the State of New Jersey (hereinafter referred to as “NBCUA” or the “Authority”) and the NORTHWEST BERGEN COUNTY NON-SUPERVISORY EMPLOYEES GROUP (hereinafter referred to as the “Group”).

WHEREAS, it is the desire of the parties to enter into a labor agreement to implement the matters herein contained and negotiated;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Authority and the Group agree as follows:

ARTICLE 1 – RECOGNITION

Section 1.

NBCUA recognizes the Group, as certified on July 13, 2017 by the State of New Jersey Public Employment Relations Commission in Docket No. R0-2017-40, for the purpose of collective negotiations with NBCUA as defined by the statutes and Administrative Code in such cases made and provided.

Section 2. (“Bargaining Unit” Defined)

The provisions of this Agreement shall apply to all NBCUA employees in the following job classifications:

- Laboratory Technician;
- Maintenance Technician;
- Incinerator Operator;

- Plant Operator/Utility Stock Clerk/Collections System Operator;
- Building & Grounds Maintenance;
- Meter Maintenance Technician;
- Maintenance Person (Incinerator);
- Pump Station Operator;
- Electrician;
- Laboratory Analyst;
- Operations & Maintenance Helper;
- Principal Lab Analyst;
- Laborer B&G/O&M.

The Group reserves the right to petition the Authority to include any job classification not set forth above, if it believes the job classification must be included in the collective bargaining agreement during the term of this Agreement. If both parties cannot reach an agreement on the inclusion of a job classification, either party may pursue binding arbitration.

Section 3. (Work by Non-Bargaining Unit Employees)

Executives, administrators, and supervisory employees shall not be permitted to perform any work which is regularly performed by Bargaining Unit employees. In the event of an emergency work on overtime hours, Bargaining Unit employees shall be given the opportunity of performing such work before such work is permitted to be done by non-Bargaining Unit employees. The parties expressly recognize the environmentally sensitive and continuous, around-the-clock nature of the NBCUA's operations. As a result, the parties agree that flexibility shall prevail and it shall not be a violation of this Article for supervisory personnel to perform work otherwise designated as Bargaining Unit work, provided that the work performed by the

supervisory personnel is not performed with an intention to supplant Bargaining Unit employees.

Section 4. (Recognition of Stewards)

NBCUA will recognize Chief Shop Steward and Assistant Shop Steward[s] as representatives of employees in the respective group or departments for which they are chosen. The Group agrees to limit the number of Stewards as follows: one (1) Chief Shop Steward and one (1) Assistant Shop Steward.

Shop Steward(s) shall be allowed to conduct their Group duties as defined by law during working hours after permission is granted by the Superintendent or designee and will be granted so long as it does not interfere with the operations of the Authority. Conducting Group business during the Shop Steward(s)'s off duty hours on the Authority's property shall only be granted by the sole, express prior written approval of the Supervisor.

Section 5. (Choice of Shop Stewards and Committees)

NBCUA understands that the choice of and removal from the office of Stewards or Committee Members is a function of the Group. The Group will notify NBCUA within twenty-four (24) hours of any changes.

Section 6. (Pay of Shop Stewards)

Conducting Group business while on duty shall not be financially penalized so long as the Shop Steward(s) is permitted to conduct Group business as per Article I, Section 4 above. There shall be no compensation for conducting Group business off hours except where it is mutually agreed to by both parties.

ARTICLE 2 – DUES DEDUCTION and CHECK OFF

Article 2 pertaining to check off of fees and dues have been deleted from this Agreement.

ARTICLE 3 – GROUP ACTIVITIES AND BUSINESS

Section 1.

The Group agrees that its members will comply with the Authority's policies, procedures, rules and regulations relating to safety, economy, continuity of service and efficiency in service to the public. All bargaining unit members shall be governed by the Authority's Employee Handbook where same is not in conflict with the specific language of this Agreement.

Section 2.

Group Shop Steward and Assistant Shop Steward shall have reasonable access to the Authority's facilities and plant at reasonable times during the working hours of 8:00 A.M. to 4:00 P.M. Monday through Friday for the purpose of ascertaining whether this Agreement is being complied with, and for the purpose of adjusting grievances in accordance with the procedures specified elsewhere in this Agreement. All such representatives shall first report to the Office and notify the Executive Director or designee of his presence. The Group agrees that no such visitation shall, to any extent or degree, interfere with or interrupt in any way any employee in the performance of his duties.

Section 3.

The Group's Shop Steward or Group designee shall have the right, at all times during work hours, Monday through Friday, Day Shift, to inspect NBCUA's premises in the performance of their duties. In the absence of the Executive Director or designee, the Group shall notify the Assistant Executive Director or designee of his coming to the plant and that the meeting will occur in the Operations Building.

ARTICLE 4 – MANAGEMENT RIGHTS

Section 1.

It is understood and agreed that the Authority possesses all of the rights, powers, privileges,

and authority it had prior to the execution of this Agreement, and nothing in this Agreement shall be construed to limit the Authority in the exercise of the regular and customary functions of management and the operation of its business, except as specifically relinquished or modified herein by an express provision of this Agreement or the right to follow the grievance procedure.

The rights of management include, but are not limited to, the following:

- (a) The executive management and administrative control of the Authority and all of its aspects;
- (b) To establish and modify, when necessary, such rules and regulations of the Authority deemed to be best for the purposes of maintaining order, safety and/or the effective operation of the Authority after notice to the employees and the Group;
- (c) To hire, promote, transfer, assign and/or retain employees in positions with the Authority and direct the work of such employee in all respects;
- (d) To establish any new job classifications, job content and qualifications;
- (e) To lay off employees due to lack of funds and/or work and/or under any conditions where the continuation of such work would be contrary to the operations of the Authority; and,
- (f) To suspend, demote, discharge or take other disciplinary actions against employees for cause.

Section 2.

The Authority shall also have the right to make reasonable rules for good conduct, fair play and the operation of its facilities which shall not be inconsistent with the provisions of this Agreement; provided, however, that no action shall be taken as a result of or based upon any rules

which have not been published or otherwise brought to the attention of the employees.

ARTICLE 5 – BULLETIN BOARDS

The Authority shall provide two (2) bulletin boards for posting notices to its employees in the vicinity of both time clocks and agrees that the Group may use such bulletin board for notices addressed to its members as to Group meetings and other Group business. All postings shall be either on Group letterhead and/or signed by an authorized Group representative. No such material shall be derogatory, discriminatory, demeaning and/or inflammatory towards other employees, the Group and/or the Authority.

ARTICLE 6 – DISCRIMINATION

It is mutually agreed between the parties that neither shall in any way discriminate against any employee because of race, creed, color, sex, national origin, age, or to the extent not permitted by law. The Authority agrees to provide a training program for harassment in the workplace for all employees. Such training shall be provided by a consultant experienced with the policies of the State of New Jersey and/or by the New Jersey Joint Insurance Fund (NJJIF).

ARTICLE 7 – SENIORITY

Section 1.

After the probationary period, seniority shall be determined upon the length of service with the Authority from the original date of hire.

Section 2.

To the extent allowed by New Jersey statutes, court decisions and reported decisions of the Public Employment Relations Commission, the Authority agrees that, given equal qualifications as determined at the sole discretion of the Authority, the more senior of equally qualified candidates should receive the promotion.

Section 3.

A. The Authority shall notify all employees of layoff, simultaneously with posting of any vacancy on the bulletin board, to facilitate all members of the bargaining unit having the opportunity to apply for promotions. To the extent allowed by New Jersey statutes, court decisions and reported decisions of the Public Employment Relations Commission, the parties agree that given equal qualifications, as determined at the sole discretion of the Authority, the most senior employee on layoff shall be given preference, even over a more senior employee still working at the Authority. Employees on layoff shall have five (5) calendar days from receipt of the notice to indicate their interest in the vacancy by phone, registered or certified mail, but in no event later than ten (10) calendar days after posting and sending of notice. The same form of notice shall be served upon employees on layoff as the notice posted. Such notice shall set forth the title of the job to be filled, anticipated hours of work and days of relief, the rate of pay and an outline of duties, as well as the person to contact.

B. When a job vacancy occurs in a job classification, a notice of such vacancy shall be posted on the Group bulletin board and sent to employees on layoff for ten (10) calendar days. Employees interested in obtaining the job may bid for same by submitting a completed Personnel Action Form and any other information on their qualifications within the ten (10) calendar day posting period.

Section 4.

It is understood and agreed that the Authority has the exclusive right to terminate or otherwise discipline any employees who are on a temporary basis or who are within their probationary period and in such event said employees shall have no recourse to any of the provisions within this Agreement nor shall they have any specific recourse to the grievance procedure.

Section 5.

Seniority and the employees' rights under this contract shall be terminated and lost for any of the following reasons:

- a. when an employee quits;
- b. when an employee is discharged;
- c. when an employee is laid off for a continuous period of twelve (12) months;
- d. when an employee fails to return upon expiration of leave of absence;
- e. accepting other employment when on a requested leave of absence;
- f. if an employee fails, on recall from lay-off, to comply with notice and reporting requirements following the receipt of notification of recall; and,
- g. except for extraordinary circumstances, when an employee is absent for three (3) consecutive working days without reporting. (It is understood, of course, that it is necessary for an employee to make an immediate report of any absence from work.)

Section 6.

All layoffs shall be in the inverse order of seniority, i.e., the last person hired shall be the first person laid off; provided, however, that the senior employee has the demonstrated ability to immediately perform the available work to the sole satisfaction of the Authority.

In the event of a recall, employees shall be called back in seniority order, i.e., the last person laid off shall be the first person recalled; provided, however that the recalled employee(s) have the demonstrated ability to perform the available work to the sole satisfaction of the Authority. The laid off employees shall be given notice of recall by registered or certified mail, sent to the address last given to the Executive Director or his/her designee by the employee. It shall be the

responsibility of the employee to keep the Executive Director or his/her designee informed of the employee's current address and telephone number. Within five (5) calendar days after receipt of the notice, the employee must notify the Executive Director or his/her designee by telephone, or registered or certified mail, of his/her intent to return to work, and must actually report on the date specified in the recall notice, unless it is mutually agreed, in writing, that the employee need not return to work within said time or in the event that the recall notice is for another period. Every attempt shall be made to give at least one (1) week's notice of recall before the actual reporting date. In the event the employee fails to comply with these requirements, he/she shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

Section 7.

The Authority shall have the right to temporarily transfer employees for a period not to exceed sixty (60) working days, in which event and during which time the employee shall receive the higher rate of pay for either the new job or the employee's old job. Said person may be extended for as long as the Authority is making a good faith effort to permanently fill the job. The transfer does not cover intermittent or short-term (ten (10) working days or less) assignments.

Section 8.

The Authority shall submit a seniority list to the Chief Shop Steward on an annual basis, unless there is a change.

ARTICLE 8 – WORKING HOURS

Section 1.

The regular work week shall consist of forty (40) hours, from Saturday 11:00 p.m. through Saturday 10:59 p.m. In view of the fact that the Authority is a public utility, all personnel are subject to work calls for emergency conditions. A time clock is to be used to record the hours

worked. All employees will punch in upon reporting for duty and shall be entitled to a ten (10) minute clean up period at the end of their shift and before meals. All employees properly leaving duty for any reason will punch-out and list the reason for leaving on his/her time card, provided, however, he/she first notifies and is authorized by his/her supervisor to do so. All employees going out on lunch or dinner shall punch-out at the beginning of the meal-time and punch-in at the termination of the meal-time. At the completion of the assigned regular work period, the employee shall sign his/her time card attesting to its accuracy.

Section 2.

Plant operations personnel incinerator and wastewater (operators) shall normally work a rotating daily schedule consisting of three (3) separate shifts as follows:

Day Shift (Monday - Friday)

For Plant operators and Incinerator operators	7:00 AM - 3:00 PM
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For all other bargaining unit members	7:00 AM - 3:30 PM
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Day Shift (Weekends and Holidays)	7:00 AM - 3:00 PM
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Afternoon Shift	3:00 PM - 11:00 PM
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Midnight Shift	11:00 PM - 7:00 AM
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The day shift of eight and one-half (8 ½) hours shall include a half (1/2) hour, duty free, unpaid lunch period. All plant and incinerator operators will be expected to remain available for duty at all times and will be expected to respond to emergencies as needed and maintain sufficient operations of the plant at all times.

All other plant personnel will normally work a shift of eight and one half (8 1/2) hours, beginning at 7:00 AM and ending at 3:30 PM, which shall include a one-half (1/2) hour, duty free, unpaid lunch period as close to mid-shift as possible.

The Authority retains the right to adjust shift hours as may be reasonably necessary for efficient operations, and shall consult with the Delegates of the Group to the extent required by law over the shift change.

Section 3.

One (1) fifteen (15) minute coffee break will be provided each day to occur before the lunch period. The break shall be scheduled as close as possible at the mid-point between the start of the shift and the mid-shift lunch period, except when, in the sole discretion of the Authority, the coffee break must be scheduled at another time in the shift in order to insure efficient and effective operations.

Section 4.

An employee working the day shift must notify the Superintendent or designee that he/she is unable to report to work or will be late for work at least one (1) hour prior to the start of the day shift, except when extenuating circumstances prevent such notice. An employee working the afternoon or evening shifts must notify the Superintendent or designee at least two (2) hours prior to the start of his/her shift, except when extenuating circumstances prevent such notice.

ARTICLE 9 – SALARY AND WAGE SCHEDULE

Section 1.

A. For all employees hired on or before October 1, 2017 and promoted within the bargaining unit, except as noted in paragraphs B and C below, salary ranges for each job title or classification are set forth on Schedules annexed hereto and made a part hereof as Appendix A. Upon reaching the maximum wage rate for a given classification, additional increases may, in the sole and non-grievable discretion of the Authority, be allowed in accordance with an annual review of wages conducted by the Authority. When an employee is promoted to a job title which has a

higher pay grade than he/she formerly held, he/she shall immediately be placed in a step within the higher pay grade which will guarantee him/her a higher regular hourly rate of pay than he/she was previously receiving. Step increases will thereafter be based upon the promotion date and not date of original hire. Any bargaining unit employee receiving a step increase shall not be eligible to receive the annual increase(s) within 365 days following the date in which the employee receives a step increase.

B. For all new employees hired on or after July 1, 2018:

- (1) Initial salary shall be the starting salary for the position in question in effect on July 1, 2018.
- (2) Their next salary increase shall be on the 181st day at the 180 day salary for the position in question in effect on July 1, 2018.
- (3) Thereafter, their salaries shall increase by the percentage (%) or dollar (\$) increase afforded all other bargaining unit employees in that calendar year.
- (4) There shall no longer be a salary guide for these employees.
- (5) For the purposes of promotion to a new position, the employee will receive no less than Seventy-Two Cents (\$0.72/hour) Cents per hour (One Thousand Five Hundred Dollar (\$1,500.00)) increase to their pre-promotion base salary.

C. For all employees hired after August 1, 2017 and before October 1, 2017 and/or promoted within the bargaining unit on or after July 1, 2018:

- (1) Initial salary shall be as close to their previous rate at the next step of the promoted position based on the salaries in effect as of July 1, 2018

(i.e. a Laborer B&G/O&M making \$42,748 (top step) promoted to O&M helper will start as an O&M helper at the starting salary of \$44,678 and proceed upon that guide before being eligible for any additional percentage (%) or dollar (\$) increase.)

- (2) Any employee who has reached the top step salary shall thereafter see their salaries increased by the percentage (%) or dollar (\$) increase afforded all other bargaining unit employees in that calendar year.
- (3) If the promoted salary between the positions is less than the employee's base salary prior to the promotion, the employee will receive no less than Fifty Seven Cents (\$0.57/hr) Cents per hour (Twelve Hundred Dollar (\$1,200.00) increase in his pre-promotion base salary to accept the promotion.

D. All employees shall be paid on an hourly basis and all salary guides, where applicable, shall reflect an hourly base rate.

Section 2.

- A. Effective the period of July 1, 2018 through December 31, 2018, all bargaining unit members shall not receive an increase for that period, except for those employees who are within the respective salary guide, will continue to receive their scheduled step increases, if applicable.
- B. Effective January 1, 2019, bargaining unit members who are at the top of their respective salary guides shall receive a one percent (1.00%) salary increase.
- C. Effective January 1, 2019, bargaining unit members who are not at the top of their respective salary guides shall receive a step increase on the same date they have

normally received their step increase in previous years and will not receive any additional increases in 2019.

D. Effective January 1, 2020, bargaining unit members who are at the top of their respective salary guides shall receive a one percent (1%) salary increase.

E. Effective January 1, 2020 bargaining unit member who are not at the top of their respective salary guides shall receive a step increase on the same date they have normally received their step increase in previous years and will not receive any additional increases in 2020.

F. Effective January 1, 2021, bargaining unit members who are at the top of their respective salary guides shall receive a one percent (1.00%) salary increase.

G. Effective January 1, 2021 bargaining unit member who are not at the top of their respective salary guides shall receive a step increase on the same date they have normally received their step increase in previous years and will not receive any additional increases in 2021.

H. Effective January 1, 2022, bargaining unit members who are at the top step of their respective salary guides shall receive a one percent (1.00%) salary increase.

I. Effective January 1, 2022 bargaining unit member who are not at the top of their respective salary guides shall receive a step increase on the same date they have normally received their step increase in previous years and will not receive any additional increases in 2022.

ARTICLE 10 – PAY SCHEDULE

Section 1.

Employees will be paid every second (2nd) Friday. Base pay will include the Saturday prior to pay day.

The paycheck will include base pay, overtime and premium pay for the previous payroll

period.

Section 2.

If a holiday falls on a scheduled Friday pay day, pay day will be the immediately preceding Thursday.

ARTICLE 11 – OVERTIME WORK AND STANDBY

Section 1.

Overtime shall be compensated for by overtime pay at a rate of one and one-half (1 ½) times the normal hourly rate for all hours worked in excess of forty (40) hours in the same work week, as defined previously hereunder. In the event of a holiday, an authorized vacation day or an illness which causes the employee to be absent, these days will be counted as time worked to compute overtime. Personal time off (PTO) and accumulated holiday time (AHT) will NOT count as time worked in the computation of overtime. Shift premium pay, where applicable, will be included in the calculation of an employee's overtime rate.

Section 2.

Employees required to be available for emergency duty (standby), when actually called to report for work, will be paid for all hours so worked at time and one-half (1 ½) the base hourly rate of pay, without shift premium, but with two hours of pay as a guaranteed minimum. The Authority reserves the right to assign to the employee called in other tasks in addition to the emergency for which the employee was called. Effective upon ratification by the Group, bargaining unit members shall be compensated for standby when they are on standby as follows:

- (a) One Hundred Fifty Dollars (\$150.00) for employees hired on or after January 1, 2016;
- (b) Two Hundred Seventy-Five Dollars (\$275.00) for employees hired before

January 1, 2016 and promoted on or after January 1, 2017; and,

- (c) Four Hundred Sixty Dollars (\$460.00) for employees hired before January 1, 2016 and/or promoted before January 1, 2017.

Section 3.

Standby duty under this Article shall mean that the non-supervisory employee is required to be on call at some location within one (1) hour of the Walldwick facility and is required to respond to the Authority-issued cell phone or other means that the Authority uses to contact them to respond. All standby employees shall not place themselves in a condition (by alcohol, drugs, etc.) that renders them unable to respond. Failure to respond or failure to be able to respond or failure to respond timely shall subject the employee to discipline up to and including termination. All standby employees shall provide the Authority with his or her home telephone number and personal cell phone number so that the Authority can communicate with him or her relative to standby duty and other Authority matters.

Section 4.

Non-supervisory employees (electricians and mechanics) who are on standby duty, and who are actually called to report for work, may request compensatory time off equal to the amount of time actually worked. The compensatory time off would be equivalent to time and one-half (1 ½). The Authority retains the sole discretionary right to grant such a request and the granting of such a request in any one instance is not a waiver of the Authority's sole discretionary right to deny a request in any subsequent instance(s).

The accumulation of compensatory time is hereby discontinued. Employees who are granted compensatory time must utilize it by the conclusion of the following payroll period in which the time is granted or it will be paid by the Authority.

Section 5.

In computing overtime compensation, the nearest one-half (1/2) of an hour shall be the smallest fraction of an hour to be reported and paid.

Section 6.

The Group recognizes the importance to the public health of the Authority's facilities and recognizes the full right of the Authority to maintain manning levels that it determines necessary, even if it means compelling unit members to work overtime from time to time.

Section 7.

A. If there is a need for overtime at the beginning of a particular shift, the Authority shall select employees for same as follows:

- (1) The employee(s) on the immediately preceding shift from where the overtime exists starting with the most senior employee first being offered the overtime down to the least senior employee on the previous shift from where the overtime exists, until someone volunteers.
- (2) If no one volunteers, the Authority shall select one (1) of the employees from the group identified above to handle the overtime.
- (3) In either case, it is the Authority's sole, non-grievable discretion to determine which employee(s) is capable of performing the overtime work.

B. If there is a need for overtime during the course of a particular shift, the Authority shall select employees for same as follows:

- (1) The employee(s) on the next succeeding shift from where the overtime exists, starting with the most senior employee first being offered the overtime down to the least senior employee on the succeeding shift from

where the overtime exists, until someone volunteers.

(2) If no one volunteers, the Authority shall select one (1) of the employees from the group identified above to handle the overtime.

(3) In either case, it is the Authority's sole, non-grievable discretion to determine which employee(s) is capable of performing the overtime work.

C. If a specific task or project requires an employee to handle the assignment on overtime, that employee assigned to the specific task or project during his regular shift shall maintain the overtime assignment irrespective of the provisions set forth above.

Section 8.

All overtime shall be offered or assigned, if necessary, on at least two (2) days' notice if possible, or as soon as management knows that overtime will be required if less than two (2) days' notice is to be given.

Section 9.

A Ten Dollar (\$10.00) meal allowance shall be granted to employees after working three (3) consecutive hours overtime beyond their regular shift.

ARTICLE 12 – PREMIUM PAY

The Authority will pay the following shift premiums:

Existing employees who are currently eligible for premium pay (hired before January 1, 2016) shall receive even if promoted into a title for which premium pay is eligible:

Afternoon shift - \$4.95/hour

Evening shift - \$6.95/hour

Employees hired before January 1, 2016 who are promoted on or after October 1, 2017

shall receive:

Afternoon shift - \$2.95/hour

Evening shift - \$4.95/hour

Employees hired on or after October 1, 2017 in any eligible position (hired and/or promoted) shall receive:

Afternoon shift - \$1.50/hour

Evening shift - \$2.00/hour

ARTICLE 13 – VEHICLE USE

As a general rule, the individual(s) on standby shall report to the Walldwick plant to obtain a vehicle before reporting to an assigned work site. However, the Authority, at its discretion, may assign a vehicle to a duty person to permit direct transportation from his or her home to the work site or place of emergency.

ARTICLE 14 – LEAVE OF ABSENCE

Section 1.

A leave of absence without pay may be requested by any employee who will submit in writing all facts bearing on the request to the Executive Director, who will consider each request on its merits, without establishing a precedent. No leave of absence without pay will initially be granted for more than three (3) months (90 calendar days).

Section 2.

In the event a second (2nd) leave of absence is requested, the procedures applying to such request shall be the same as in the case of a first (1st) request. No leave of absence shall be granted to any employee that totals more than six (6) months (180 calendar days) leave in any twelve (12) month period.

Section 3.

During leaves of absence, credits shall not accrue for sick leave, vacation time, and other benefits as well as other leaves of absence without pay, except for leaves of absence for military or other purposes if provided by statute.

ARTICLE 15 – SICK LEAVE

Section 1.

After completing six (6) months of employment with the Authority, full-time employees shall be allowed sick leave at the rate of one (1) day for each completed calendar month worked. Sick leave is available as set forth herein whenever an employee is required to be absent from work for a bona fide sickness or illness. Sick leave shall not be interpreted as including a period where the employee serves in the role of a nurse or housekeeper during an illness of another member of the family.

Section 2.

In all cases wherein an employee requests a sick leave or day, the Authority reserves the right to send a doctor to examine and report on the conditions of the employee or, in its discretion, to require the employee to visit a physician designated by the Authority.

Section 3.

Whenever an absence due to sickness or illness: (1) exceeds three (3) successive work days; or, (2) is on a day immediately before or after scheduled days off or holidays or other days not worked; or, (3) occurs when an employee is scheduled to work on a weekend or holiday, the employee may be required to produce a physician's verification of said illness. In its discretion, the Authority reserves the right to have the employee examined by a physician before returning to duty. The Authority's right to demand a doctor's note to verify sick leave will not be exercised arbitrarily, capriciously, discriminatorily, or in bad faith.

Section 4.

Every absence on account of illness or disability in excess of three (3) successive working days must be certified by a written statement from a physician, using the form provided by the Authority. The Authority reserves the right to waive this requirement or to require the employee to be examined by a physician of the Authority's choice before the employee may return to work.

In case of a prolonged illness beyond accumulated sick leave, the Authority will continue its payments to the New Jersey State Health Benefits Plan and Extended Sickness Benefit Plan to a maximum of one (1) year from the date accumulated sick leave was exhausted, provided the employee is on an authorized medical leave. The Group may request that payments be continued beyond the maximum one (1) year period which may be granted in the sole discretion of the Authority.

A request for medical leave shall be in writing and submitted to the Executive Director of the Authority together with the appropriate medical proof of illness. The Authority shall consider each such request on a case by case basis.

The grant of a request for an extension of benefits and/or a medical leave shall not be a waiver of the Authority's discretionary right to deny a request in any subsequent instance(s).

ARTICLE 16 – ACCUMULATED SICK LEAVE

Section 1.

Sick leave not used may be accumulated (saved for the future). Sick leave neither accumulated nor used will be compensated for at the normal base pay, without premium rates, by January 15 of the following calendar year.

In addition to the above, any employee who does not use sick leave, including converting sick leave to personal leave, during the calendar year will be paid one (1) full day's pay in the first

(1st) regular pay check of the next calendar year.

Section 2.

When a full-time employee has accumulated the maximum of sixty (60) days of sick leave, he/she shall be compensated at his/her normal base pay for the number of sick leave days in excess of sixty (60) days not used. Furthermore, any employee who retires on or after January 1, 2016 shall be dollar (\$) capped at \$7,500.00.

Section 3.

In the event of an employee's death, payment for all accumulated sick leave will be paid at the employee's base rate, without premium rate, to the employee's estate.

ARTICLE 17 – PERSONAL BUSINESS DAYS

Section 1.

Each regular full-time employee will be permitted two (2) paid personal business days in any one (1) calendar year under the conditions stated in Section 2 below. These days may not be accumulated and must be used within the calendar year. Employees will not be compensated for personal days not used. After completing six (6) months of their probationary employment with the Authority, full-time employees shall be eligible to use their two (2) personal business days.

Section 2.

Up to three (3) sick days *may* be taken in any one (1) calendar year for personal business upon prior notice and authorization from the Executive Director or his/her designee. Permission will be reasonably given based upon the work schedules and plant operations. Personal business is limited to business and personal affairs of the employee, not otherwise excused under Article 19, that cannot be accomplished other than during the employee's normal work hours. The employee shall state on his/her personnel action form the reason(s) for the personal day.

ARTICLE 18 – HOLIDAYS

Section 1.

The following fifteen (15) holidays shall apply to all plant personnel:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

Section 2.

When a listed holiday falls on a Saturday, it will be celebrated the preceding Friday. When a listed holiday falls on a Sunday, it will be celebrated the following Monday.

Section 3.

If a holiday falls during a vacation period, the employee shall be granted an additional day of vacation which may be scheduled at the option of the employee either at the beginning or end of the scheduled vacation. An employee not scheduled to work on a listed holiday (regular day off) shall receive a compensatory day to be selected by the employee as set forth in Article 11, Section 4 (2nd Paragraph).

Section 4.

Personnel working on a listed holiday shall be paid eight (8) hours for the day in money, and paid at the rate of time and one-half (1 1/2) the normal rate for the hours actually worked.

Section 5.

It is understood and agreed that the Plant Superintendent or Executive Director has the right to demand that an employee, who does not work on his or her regular work day immediately preceding or following a recognized holiday, produce substantive evidence that he/she was ill. Normally a doctor or licensed medical practitioner's note will suffice. If the employee does not produce such evidence, the Authority has the right to not pay the employee for the holiday or to take appropriate disciplinary action.

ARTICLE 19 – AUTHORIZED TIME OFF

Section 1.

In order to receive authorized time off with full or partial pay, the employee must have previously filed (except for Death in the Family which shall be addressed below), in writing, on the appropriate NBCUA form by written letter and receive prior authorization from the Executive Director or designee. Authorized time off shall include the following:

Death in the Family: If there is a death in the employee's immediate family, the employee

will be excused from work up to three (3) calendar days without a loss of pay, one (1) of which shall be the day of funeral or the actual day of death, whichever the employee chooses. It is the intention of this provision to make sure an employee has three (3) bereavement days off without loss of pay. If an employee cuts short a scheduled vacation on account of the death, the employee shall be entitled to reschedule the remaining portion of the vacation in the same manner as other compensatory days. Immediate family shall be limited to spouse or significant other, children, step-children, mother, step-mother, father, step-father, brother, sister, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, the maternal and/or paternal grandparents of the employee and his or her spouse/significant other, and grandchildren of the employee and/or his/her spouse/significant other. An employee shall be entitled to three (3) bereavement leave days in addition to any other regular time-off from work scheduled at the time when a death in the employee's immediate family occurs. In order to be eligible for bereavement leave, the employee must fill out and submit a bereavement leave request form with his/her supervisor, subsequent to the leave being taken.

Jury Duty: An employee called upon to serve as a juror will receive the difference between the jury payment and the employee's regular pay for a normal forty (40) hour work week, upon presentation of satisfactory proof of the amount received from jury duty.

Military Service: Unless State or Federal law requires more, employees required to serve on military reserve duty will be permitted to take up to fifteen (15) days off and will be paid the difference between their military pay and their regular pay for a normal forty (40) hour work week, upon presentation of satisfactory proof of the amount received for such military duty.

Civic Duties: In the event of a serious emergency (not routine calls) an employee may be excused without a reduction in pay from his regular duties if he/she is a member of a local volunteer

fire department, auxiliary police force, or ambulance corps. In order to qualify for this provision, the employee's service must be required by the commander of the unit involved. Said request shall be made to the Plant Superintendent.

Family Leave and Medical Leave Policy: Employees may be eligible for an unpaid family and medical leave under the NJ Family Leave Act ("NJFLA"). Employees also may be eligible for family and/or medical leave pursuant to the Federal Family and Medical Leave Act ("FMLA"). Details are provided in the NBCUA Policies and Procedures Manual.

Section 2.

To allow sufficient time for the Authority to schedule a replacement, jury notices and military orders are to be presented to the employee's supervisor or the Executive Director as soon as received but in no instance less than two (2) weeks before the date the employee is supposed to commence jury or military service, unless the employee did not receive two (2) weeks' notice. Employees who do not provide this required notice will still be excused but will not receive payment under this Article.

Section 3.

Because the efficient operation of the Plant is also vital to the public health, all employees who wish to offer their time to voluntary fire, police and ambulance services must supply the Authority with some proof (such as a letter) from the head of such voluntary service acknowledging the active participation of the employee. The employee shall be required to coordinate their voluntary services with that of his or her work schedule at the Authority so that the service will first call other volunteers and avoid calling the employee away from his duty. No employee, while on duty, may leave his/her post or position for a civic matter without the express prior authorization of the Executive Director or designee. Failure to receive such authorization

and leaving their post/position will result in immediate termination from the Authority's employ.

ARTICLE 20 – ANNUAL VACATION

Section 1.

All full-time employees are entitled to an annual vacation with pay according to the following schedule, based on the employee's years of completed service:

After one (1) year of employment	80 hours
After five (5) years of employment	120 hours
After ten (10) years of employment	160 hours
After eleven (11) years of employment	168 hours
After twelve (12) years of employment	176 hours
After thirteen (13) years of employment	184 hours
After fourteen (14) years of employment	192 hours
After fifteen (15) years of employment	200 hours

Section 2.

Partial and split vacations may be granted at the discretion of the Executive Director.

Section 3.

Vacation time may not be accumulated and must be used within the anniversary year; however, a one (1) week carryover of vacation time from one (1) anniversary year to the next, not to exceed five (5) vacation weeks (200 hours) in any one (1) anniversary year, may be arranged provided it does not interfere with the plant work schedule and the "carryover week" is utilized within the first (1st) three (3) months of the following anniversary year.

Section 4.

In order to be eligible for full vacation pay in a particular year, an employee must have received pay in at least thirty (30) different work weeks during the fifty-two (52) week period immediately prior to the employment year in which the vacation would be taken. If an employee did not, he/she shall be entitled to the amount of time shown above based upon his seniority,

multiplied by the fraction that is arrived at by the actual number of work weeks in which he/she has worked during the year over the number fifty-two (52).

ARTICLE 21 – HOSPITALIZATION AND DENTAL CARE

Section 1.

The Authority, being a participant in the New Jersey State Health and Dental Benefits Plan, offers all employees and their dependents benefits under this system. Enrollment shall include the employee's family, as defined by the Plan. In order to be eligible, an employee must work at least thirty-five (35) hours per week on a regular basis.

Section 2.

Premiums for these insurance programs shall be borne by the Authority, subject to employee contributions (including applicable retirees) required by Ch. 78, P.L. 2011, effective July 1, 2014. Pursuant to negotiations, it has been determined that the annual health insurance contribution to be made by each employee is one and half (1.5%) of the employee's annual salary. The balance of said premium to be borne by the Authority.

ARTICLE 22 – LICENSE INCENTIVES

Employees shall be entitled to the following stipends for attaining the following licenses, unless such payments are prohibited by New Jersey State Statute:

C-1	\$750	S-1	\$750
C-2	\$1,500	S-2	\$1,500
C-3	\$2,250	S-3	\$2,250
C-4	\$3,000	S-4	\$3,000

The license stipend shall be based on the highest level of license held. The license stipend shall be up to a maximum of \$6,000.00 in the aggregate. The license stipends set for the above shall be paid annually on July 1, or as close as administratively possible, on a lump sum basis. All employees who possess a license as defined above as of the current year shall be paid a license

stipend. All stipends set forth above shall be paid less all applicable deductions.

In addition a stipend in the amount of Seven Hundred Fifty Dollars (\$750.00), less all applicable deductions, will be paid to employees with a Sewerage Sludge Incinerator (SSI) Certified Operator license.

ARTICLE 23 – INCENTIVE FOR TRADES

All employees who qualify for a license in such skilled trades as a plumber, electrician, carpenter, etc. shall be eligible for a stipend by the Authority. The award of that stipend shall be controlled by the needs of the Authority and the prior request of the employee. The amount of the stipend shall be determined exclusively by the Authority, but shall be at the rate less than the stipend paid for: S-3 and C-3 licenses.

On an annual basis, any O&M Helper that is qualified as a CDL driver with tanker and air brake endorsements can be eligible to be designated as CDL Driver #1 and CDL Driver #2. The Authority will designate drivers based upon qualifications first, then seniority. The drivers will be responsible for operating any Authority-owned vehicle that requires a CDL without question. The Drivers will receive an annual stipend at the Authority's discretion, at a rate not to exceed \$2,500 per year.

All other employees that hold proper CDL qualifications will be paid an annual stipend not to exceed \$500. If the employee utilizes their CDL in the performance of his duties during the period in question, they will receive, at the Authority's discretion, up to, but not exceeding, \$1,000.

All employees who are Pipeline Assessment Certification Program (PACP) certified shall be eligible for an annual stipend, at the sole discretion of the Authority, at a rate not more than the stipend paid for and S-2 and C-2 license.

ARTICLE 24 – EDUCATION & TRAINING/TUITION REFUND

Section 1.

All bargaining unit employees seeking payment pursuant to Article 22 and Article 23 above shall bear all the costs for obtaining and/or maintaining said licenses. The Authority shall pay no costs/fees whatsoever nor shall reimbursement be permitted. The Authority will allow paid time off to obtain/maintain such licenses when requested in writing to the Superintendent at least ten (10) calendar days in advance of such time off and so long as the time off does not interfere with Authority operations as determined by the Authority or create an overtime opportunity for other bargaining unit members.

ARTICLE 25 – PHYSICAL EXAMINATION

All permanent full-time employees are required to have a comprehensive physical examination as a condition of employment, which they must pass in order to be employed. NBCUA shall schedule and pay for physical examinations of all potential hires.

The Authority may request a physical examination of any employee at any time in its discretion. Said physical examination shall be made at the Authority's expense and by a doctor of the Authority's choice.

All employees are required to participate in the NBCUA Drug and Alcohol Screening Program which includes random testing for employees. Penalties for failure of the test(s) or failure to participate in the program are described in the Program which is distributed to each employee.

ARTICLE 26 – ON-THE-JOB INJURIES AND DISABILITY INSURANCE

Section 1.

Employees who are injured while working must make an immediate report of such injury to the Supervisor. All injuries, no matter how slight they may be, must be reported within four (4)

hours after the injury. All injuries incurred in or arising out of the course of employment shall be subject to Worker's Compensation Law of the State of New Jersey. Any employee who on any day is unable to complete a full day's work because they suffered an accident within the course and scope of their employment shall receive full pay for eight (8) hours on that day.

Section 2.

An employee absent because of an injury arising out of his employment shall continue to receive his wages as long as the injured employee endorsed over to the Authority his/her temporary disability check received by reason of said injury. Such salary continuation shall be up to a maximum of six (6) months from the date of injury. The Group may request an extension beyond a six (6) month period which may be granted in the sole discretion of the Authority.

ARTICLE 27 – PENSION PLAN

This Article has been deleted.

ARTICLE 28 – UNIFORMS AND SAFETY EQUIPMENT

Section 1.

Uniforms, rain gear, boots, gloves, and safety shoes shall be provided to plant employees where working conditions warrant. Employees shall be required to wear Authority-issued clothing at all times. No outside clothing shall be worn while the employee is working.

Section 2.

Employees are required to wear protective clothing supplied by the Authority.

ARTICLE 29 – PRESCRIPTION EYE GLASS REPLACEMENT

The Authority will reimburse an employee up to Four Hundred Dollars (\$400.00) annually for the purchase of one (1) pair of prescription eyeglasses and a related eye examination for replacements of the same only, due to damage or loss while on duty.

ARTICLE 30 – GRIEVANCE PROCEDURE

Section 1.

Any difference that may arise during the term of this Agreement between the parties shall constitute a grievance hereunder.

Section 2.

All grievances shall be settled in the following manner:

Step 1

The grievance shall be discussed verbally between the Shop Steward or, when the Shop Steward is not available, their designated alternate(s) and the immediate supervisor of the affected employee.

Step 2

If the grievance is not satisfactorily resolved at Step I, the grievance shall, within no more than five (5) working days (Monday through Friday), from the time the Group or the affected employee knew or should have reasonably known of the event giving rise to the grievance, be reduced to writing, dated and signed by the grievant unless a group grievance is filed, in which case such shall be signed by the Shop Steward. All grievances shall include the contract provision alleged to be violated and any and all reasonable statements of what the grievance is about and the facts surrounding it. Said grievance shall be forwarded to the Plant Superintendent and, unless resolved, the Plant Superintendent shall answer the grievance in writing. The above is subject to amendment and clarification throughout the steps of the grievance procedure. If the issue is not satisfactorily disposed of by the Plant Superintendent's answer within ten (10) working days (Monday through Friday), the Group shall have ten (10) working days (Monday through Friday) to request a meeting in writing with the Executive Director or designee.

Step 3

The matter shall then be discussed amongst the Shop Steward and the Assistant Shop Steward of the Group and two (2) management representatives. The Executive Director will within ten (10) working days (Monday through Friday) respond to the grievance in writing. If not satisfactorily resolved at this level, then either party shall have an additional two (2) week period (14 calendar days) within which to file for arbitration, limited however to issues allowed by New Jersey Statutes, regulations, reported PERC decisions, and Court decisions affecting public sector employment.

Step 4

Arbitration shall be initiated by filing a written demand for same with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey, with a copy of the written demand being served upon the Executive Director of the Authority. The selection of an arbitrator and the conduct of the hearing shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation. The decision of the arbitrator shall be final and binding on the parties and on the individual grievant.

Section 3.

Any grievance not appealed from one step to the other, within the time limits above set forth, shall be deemed settled on the basis of the previous answer and not subject to further review.

Section 4.

The cost of arbitration shall be borne equally between the parties; provided, however, that the Authority shall not be responsible for any time lost from work by employees who may be called as witnesses in the arbitration called by the Group, other than the aggrieved employee and the Steward of the Group. The arbitrator shall only have the power to render an award regarding the

proper interpretation, application, or alleged violation of this Agreement and direct a remedy which makes the grievant whole consistent with the terms of this Agreement. In rendering such an award and remedy, the arbitrator shall not have the power to detract from, add to, omit, or otherwise modify in any way the terms of this Agreement.

ARTICLE 31 – GROUP/MANAGEMENT MEETINGS

Section 1.

There shall be a Group/Management meeting conducted at times mutually agreeable to the parties. These meeting shall be attended by the Executive Director or his/her designee and a delegate of the Group or his/her designee. The delegate or his/her designee shall attend these meetings without pay. The purpose of these meetings is to deal with various employer/employee relations problems in an effort to amicably resolve them before they become formal grievances. The Authority reserves the right to suspend these meetings if the Group attempts to use them to circumvent the grievance/arbitration procedure, or to undermine and/or amend this Agreement. Moreover, the Group agrees that the Authority is under no obligation to discuss the subject matter of these meetings at any time other than the scheduled meetings.

It is the Group's responsibility to contact the Executive Director to arrange a mutually agreeable schedule for these meetings. Unless otherwise agreed, these meetings are to be conducted between 8:00 a.m. and 5:00 p.m., Monday through Friday, at times when the delegate of the Group or his/her designee is not scheduled to work.

Section 2.

The Northwest Bergen County Utilities Authority and the Group recognize that it is in the mutual interest of the Authority and its employees to enhance workplace safety. Accordingly, the parties agree to establish a Safety Committee which shall meet on no less than six (6) occasions

during a twelve (12) consecutive month period at times and places mutually convenient to the parties. The foregoing safety meetings shall be conducted in accordance with Section 1 of this Article.

ARTICLE 32 – DISCHARGE AND DISCIPLINE

Section 1.

The Authority retains the sole right to discipline or discharge employees for cause. Cause for such action shall include, but shall not be limited to, the following:

- a. proven theft of Authority or employee property;
- b. possession of or being under the influence of alcoholic beverages or non-prescribed drugs or abuse of prescribed drugs on company property;
- c. calling or participating in an unauthorized walkout, job action, or strike;
- d. proven assault or fighting while on company time;
- e. proven deliberate damage to company property;
- f. excessive absenteeism or tardiness;
- g. immoral or indecent conduct;
- h. insubordination or failure to follow instructions;
- i. falsification of records;
- j. abusive behavior toward coworkers or supervisory personnel;
- k. punching other employees' clock cards;
- l. violation of safety rules;
- m. smoking in areas where smoking is prohibited;
- n. gambling on company premises;
- o. leaving post without permission of the supervisor;

- p. leaving post before the relief shift or person has arrived;
- q. failure to fully perform job duties whether or not in response to a direct instruction (including failure to apply knowledge expected of an advanced license holder when the employee is receiving a license incentive);
- r. any other sufficient cause including conduct on the part of any employee of such nature as to disturb the harmonious relations between the Authority and the Group;
- s. conduct unbecoming a public employee;
- t. causing damage to an Authority vehicle or equipment and/or causing a violation of Federal/State regulations as to plant operations or maintenance; and,
- u. violation of the Authority Drug and/or Alcohol Policy.

Section 2.

Notice of appeal from discharge must be made to the Executive Director, in writing, within five (5) working days (Monday through Friday) from the date of the discharge.

Section 3.

The inadvertent failure to discipline or discharge in any particular instance shall not be deemed a waiver of the Authority's right with respect to future instances, or as a precedent for other instances involving the same or other employees or conduct.

Section 4.

All employees are required to give two (2) weeks' notice to the Executive Director or his/her designee prior to their voluntary termination of employment. This notice shall be a condition precedent to the employee's entitlement to any unused and accumulated vacation or sick leave.

ARTICLE 33 – PROBATIONARY PERIOD

Section 1.

Effective October 1, 2017, the initial probationary period shall be extended from ninety (90) work days to one hundred eighty (180) work days. The Authority may extend said initial probationary period by another forty-five (45) work days with written notice to the Group. During the probationary period, an employee can be discharged for any reason which need not be stated by the Authority and, in such event, the employee shall not have resort to any provisions of this Agreement nor to the grievance procedure.

Section 2.

With respect to employees hired as temporary replacements for full-time employees out of work on an authorized leave of absence, medical or otherwise, the probationary period may be extended by the Authority, upon written notice to the Group prior to the expiration of the probationary period, for additional unlimited periods of ninety (90) days duration, each subject to extension as provided herein.

ARTICLE 34 – SUBCONTRACTING

Nothing in this Agreement shall be interpreted to restrict the right of the Authority to contract for services of independent contractors, nor shall this Agreement be interpreted to restrict the right of the Authority to employ specialists from outside the bargaining unit.

ARTICLE 35 – LONGEVITY

Employees hired on or after July 1, 1984 will not be entitled to any longevity benefit.

ARTICLE 36 – FULLY BARGAINED STATEMENT

It is acknowledged that during negotiations which resulted in this Agreement, the Group had the unlimited right and opportunity to make demands and proposals with respect to all proper

subjects of collective bargaining. Therefore, for the life of this Agreement, the Group agrees that the Authority shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. It is specifically understood that this contract reflects the entire Agreement between the parties, and unless a term or condition is specifically set forth herein, it shall not constitute a term or condition of employment.

ARTICLE 37 – TERMINATION

This contract shall be retroactive to and remain in effect from July 1, 2018 through December 31, 2022 and so long thereafter as the law requires.

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY NON-
SUPERVISORY EMPLOYEES
GROUP

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

NON-SUPERVISORY PLANT EMPLOYEES *
FOR EMPLOYEES HIRED BEFORE JULY 1, 2017 AND PROMOTED AFTER JULY 1, 2018
JULY 1, 2018 – DECEMBER 31, 2022
HOURLY SALARY SCHEDULE
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

	STARTING SALARY	90 DAYS	180 DAYS	1 ST YEAR	2 ND YEAR	3 RD YEAR	4 TH YEAR**
LABORATORY TECHNICIAN	\$26.46/hr	\$28.48/hr	\$30.49/hr	\$34.55/hr	\$35.52/hr	\$36.96/hr	\$39.12/hr
MAINTENANCE MECHANIC	\$24.74/hr	\$26.67/hr	\$28.59/hr	\$32.44/hr	\$33.41/hr	\$34.85/hr	\$36.97/hr
INCINERATOR OPERATOR	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.17/hr	\$34.14/hr	\$35.57/hr	\$37.71/hr
PLANT OPERATOR/UTILITY STOCK CLERK/COLLECTIONS SYSTEM OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$34.81/hr
BUILDING & GROUNDS MAINTENANCE	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.37/hr	\$30.80/hr	\$32.85/hr
METER MAINTENANCE TECHNICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$39.76/hr
MAINTENANCE MAN (INC)	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$34.81/hr
PUMP STATION OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$34.81/hr
ELECTRICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$39.76/hr
LABORATORY ANALYST	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$37.71/hr
OPERATIONS & MAINTENANCE HELPER	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.76/hr	\$30.80/hr	\$32.85/hr
PRINCIPAL LAB ANALYST	\$25.76/hr	\$27.80/hr	\$29.78/hr	\$33.80/hr	\$34.79/hr	\$36.27/hr	\$38.46/hr
LABORER B&G/O&M	\$12.33/hr	\$13.36/hr	\$14.39/hr	\$15.76/hr	\$17.47/hr	\$19.18/hr	\$20.55/hr

*This guide shall cover the period of July 1, 2018 through December 31, 2022 and shall continue to be in effect as to the salaries for promoted employees within the bargaining unit as set forth in Article 9 of this Agreement.

** Bargaining unit employees entering their 4th year on the salary guide must serve one (1) year at their respective hourly rate before receiving any other salary increase (i.e. percentage increase). No employee within steps is eligible for an annual percent increase in accordance with Article 9 Section 1.

NON-SUPERVISORY PLANT EMPLOYEES
ONLY FOR EMPLOYEES HIRED AFTER AUGUST 1, 2017 AND BEFORE OCTOBER 1, 2017
JANUARY 1, 2018 – DECEMBER 31, 2022
HOURLY SALARY SCHEDULE
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

	STARTING SALARY	90 DAYS	180 DAYS	1 ST YEAR	2 ND YEAR	3 RD YEAR	4 TH YEAR
LABORATORY TECHNICIAN	\$26.46/hr	\$28.48/hr	\$30.49/hr	\$34.55/hr	\$35.52/hr	\$36.96/hr	\$40.90/hr
MAINTENANCE MECHANIC	\$24.74/hr	\$26.67/hr	\$28.59/hr	\$32.44/hr	\$33.41/hr	\$34.85/hr	\$38.66/hr
INCINERATOR OPERATOR	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$39.43/hr
PLANT OPERATOR/UTILITY STOCK CLERK/COLLECTIONS SYSTEM OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$36.40/hr
BUILDING & GROUNDS MAINTENANCE	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.37/hr	\$30.80/hr	\$34.35/hr
METER MAINTENANCE TECHNICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$41.58/hr
MAINTENANCE MAN (INC)	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$36.40/hr
PUMP STATION OPERATOR	\$23.03/hr	\$24.86/hr	\$26.68/hr	\$30.34/hr	\$31.29/hr	\$32.74/hr	\$36.40/hr
ELECTRICIAN	\$26.78/hr	\$28.84/hr	\$30.90/hr	\$35.02/hr	\$36.07/hr	\$37.51/hr	\$41.58/hr
LABORATORY ANALYST	\$25.33/hr	\$27.29/hr	\$29.25/hr	\$33.71/hr	\$34.14/hr	\$35.57/hr	\$39.43/hr
OPERATIONS & MAINTENANCE HELPER	\$21.48/hr	\$23.21/hr	\$24.95/hr	\$28.41/hr	\$29.76/hr	\$30.80/hr	\$34.35/hr
PRINCIPAL LAB ANALYST	\$25.76/hr	\$27.80/hr	\$29.78/hr	\$33.80/hr	\$34.79/hr	\$36.27/hr	\$39.95/hr
LABORER B&G/O&M	\$12.33/hr	\$13.36/hr	\$14.39/hr	\$15.76/hr	\$17.47/hr	\$19.18/hr	\$21.48/hr

NON-SUPERVISORY PLANT EMPLOYEES
ONLY FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2018
EFFECTIVE FOR JULY 1, 2018 – DECEMBER 31, 2022
HOURLY SALARY SCHEDULE
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

	STARTING SALARY	180 DAYS
LABORATORY TECHNICIAN	\$27.78/hr	\$29.16/hr
MAINTENANCE MECHANIC	\$25.97/hr	\$27.26/hr
INCINERATOR OPERATOR	\$26.59/hr	\$27.91/hr
PLANT OPERATOR/UTILITY STOCK CLERK/COLLECTIONS SYSTEM OPERATOR	\$24.18/hr	\$25.38/hr
BUILDING & GROUNDS MAINTENANCE	\$22.55/hr	\$23.67/hr
METER MAINTENANCE TECHNICIAN	\$28.11/hr	\$29.51/hr
MAINTENANCE MAN (INC)	\$24.18/hr	\$25.38/hr
PUMP STATION OPERATOR	\$24.18/hr	\$25.38/hr
ELECTRICIAN	\$28.11/hr	\$29.51/hr
LABORATORY ANALYST	\$26.59/hr	\$27.91/hr
OPERATIONS & MAINTENANCE HELPER	\$22.55/hr	\$23.67/hr
PRINCIPAL LAB ANALYST	\$27.04/hr	\$28.39/hr
LABORER B&G/O&M	\$20.00/hr	\$21.00/hr

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 76-2018

Date: July 16, 2018

**PROPOSED SANITARY SEWER EXTENSION
424 COLONY COURT
TOWNSHIP OF WYCKOFF, NEW JERSEY**

WHEREAS, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the “Authority”) by Alan Madoff on behalf of the Township of Wyckoff (hereinafter referred to as the “Applicant”) for approval of a proposed sanitary sewer extension to be located at 424 Colony Court in the Township of Wyckoff (hereinafter referred to as the “Project”); and

WHEREAS, the Project proposes to provide sanitary sewer service to one (1) proposed single family dwelling in the Township of Wyckoff; and

WHEREAS, finding that when completed, the average daily flow from the Project will be 300 gallons per day (gpd) and one (1) additional residential EDU will become tributary to the Authority’s system from the Township of Wyckoff.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made by Alan Madoff on behalf of the Township of Wyckoff for a proposed sanitary sewer extension to be located at 424 Colony Court in the Township of Wyckoff be approved contingent upon review by the Authority’s Technical Advisor and further upon the condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

1. The construction shall conform to all applicable requirements of Township of Wyckoff;
2. The installation of the sewers and appurtenances be inspected and approved by the Township of Wyckoff;
3. That all newly constructed sewers be tested for infiltration and exfiltration and that such testing be observed and the results approved by an Authority engineer who has been provided with 2 days notice of such testing;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 76-2018

Date: July 16, 2018

**PROPOSED SANITARY SEWER EXTENSION
424 COLONY COURT
TOWNSHIP OF WYCKOFF, NEW JERSEY**

4. That the Applicant pay for engineering expenses incurred by the Authority for all inspection and testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Project;
6. That any manholes constructed or modified by reason of this Project be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Project;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;
9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005; and
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

FURTHER RESOLVED, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Project as may be required by governmental agencies having jurisdiction thereover.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 76-2018

Date: July 16, 2018

**PROPOSED SANITARY SEWER EXTENSION
424 COLONY COURT
TOWNSHIP OF WYCKOFF, NEW JERSEY**

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on July 16, 2018.

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Lo Iacono	Kelaher	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 77-2018

Date: July 16, 2018

RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE PROFESSIONAL SERVICES REQUIRED FOR THE HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION PROJECT RELATED TO PLANNING, DESIGN, BIDDING, CONTRACT ADMINISTRATION AND RESIDENT INSPECTION

WHEREAS, the Northwest Bergen County Utilities Authority (hereinafter the “Authority”) requires the services of an engineer to undertake and complete necessary and essential professional engineering services in connection with the planning and design, bidding, contract administration and resident inspection for the Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation – Contract No. 284 (hereinafter referred to as the “Project”); and

WHEREAS, the Authority intends for this project to be funded with loan assistance from the New Jersey Environmental Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq. and all applicable interim and final rules and regulations published in the New Jersey Register through June 2005; and

WHEREAS, T&M Associates, the Authority’s current Engineer has developed the attached proposal to perform these services and other ancillary services at hourly rates set forth in the agreement, and at a cost not to exceed \$54,000; and

WHEREAS, it is in the Authority’s best interests for T&M Associates to provide these services, in accordance with the terms set forth in the attached agreement; and

WHEREAS, the Authority hired T&M Associates to serve as the Authority Engineer for the fiscal year 2018 in accordance with the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) as well as federal procurement rules and regulations (40 U.S.C. 1101 et seq.); and

WHEREAS, prior to hiring T&M Associates as Authority Engineer, the Authority published a Request for Qualifications (“RFQ”) in its official newspaper on January 12, 2018, requesting qualifications from individuals and/or firms to provide consulting engineering services; and

WHEREAS, as a result of that RFQ response, ten (10) responses were received; and

WHEREAS, the Authority evaluated the proposals received based on established criteria made available to all respondents and appointed T&M Associates as its Engineer at its February 20, 2018 Commissioners’ Meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 77-2018

Date: July 16, 2018

RESOLUTION TO ENGAGE THE SERVICES OF T&M ASSOCIATES TO PROVIDE THE ENGINEERING PROFESSIONAL SERVICES REQUIRED FOR THE PROFESSIONAL SERVICES REQUIRED FOR THE HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION PROJECT RELATED TO PLANNING, DESIGN, BIDDING, CONSTRUCT ADMINISTRATION AND RESIDENT INSPECTION

Bergen County Utilities Authority, as follows:

1. The Chairman or Vice Chairman of the Authority is authorized to execute the attached Agreement with T&M Associates to provide Engineering and Professional Services required for the Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation – Contract No. 284.
2. The Executive Director of the Authority is authorized to execute such other documents and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by the attached Agreement.
3. The Secretary is directed to cause notice to be published as required by law; and
4. Upon execution, a fully executed and confirmed copy of the Agreement shall be placed on file in the office of the Executive Director and available for public inspection.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on July 16, 2018.

MICHAEL KASPARIAN
CHAIRMAN

ALISON GORDON
SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelagher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

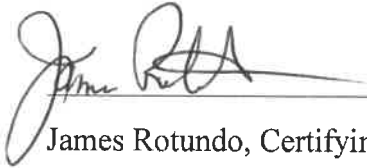
CONTRACT: Professional Services – Engineering related Ho-Ho-Kus Trunk Sewer East
Interceptor Rehabilitation – Contract No. 284

VENDOR: T&M Associates

AMOUNT: \$54,000

ACCOUNT NO.: 7000-6620

Date: 7/16/2018


James Rotundo, Certifying Finance Officer

PLANNING, DESIGN AND
ENGINEERING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2018, by and between:
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY, Bergen County, NJ,
with place of business at 30 Wyckoff Avenue at Authority Drive, Waldwick, NJ
hereinafter referred to as the "OWNER,"

AND

T&M ASSOCIATES, Consulting and Municipal Engineers, 11 Tindall Road,
Middletown, NJ 07748, hereinafter referred to as the "ENGINEER."

WITNESSETH, whereas it is the intention of the OWNER to engage the services of the ENGINEER to undertake and complete necessary and essential professional engineering services in connection with planning, design, bidding, contract administration and resident inspection for the HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION – CONTRACT #284 (Project No. S340700-18), hereinafter referred to as the "PROJECT" in the sewer service area for the OWNER; and

WHEREAS, it is the intention of the OWNER that this project be funded with loan assistance from the New Jersey Environment Infrastructure Financing Program pursuant to N.J.A.C. 7:22-3.1 et seq., the New Jersey Environmental Infrastructure Trust Loan pursuant to N.J.A.C. 7:22-4.1 et seq., and all applicable interim and final rules and regulations published in the New Jersey Register.

NOW, THEREFORE, in consideration of these premises, and of the mutual covenants and premises hereinafter contained, the OWNER and ENGINEER hereby agree as follows:

SECTION A – ENGINEERING SERVICES

The ENGINEER agrees to perform the various professional engineering services required for planning, design, bidding, contract administration and resident inspection during the design, bidding and construction phases of the PROJECT. The ENGINEER agrees to serve as the OWNER's professional engineering representative in all phases of this project, including, but not limited to, meetings, preliminary and final design, construction inspection and contract administration, and reviews by authorized groups or agencies. The ENGINEER shall give

consultation and advice to the OWNER during the performance of his services and shall assist the OWNER in the preparation of applications and supporting documents for governmental loans or advances in connection with the Contract.

SECTION 1 – GENERAL SCOPE OF SERVICES

1.1 Planning and Design

1.1.1 The ENGINEER shall coordinate with the New Jersey Department of Environmental Protection (NJDEP) and the NJ Infrastructure Trust (Trust) submission of a New Jersey Infrastructure Bank (NJIB) application for funding consideration.

1.1.2 The ENGINEER shall submit an online funding application, which shall include a Project Information form, a Letter of Intent, a Level 1 Environmental Planning Document, a loan application and applicable supporting documentation, in accordance with funding program guidelines and requirements.

1.1.3 The ENGINEER shall respond to inquiries from the NJDEP and the Trust and address comments as necessary to obtain approval from the NJDEP and the Office of Equal Opportunity in order to obtain project certification and Authorization to Advertise.

1.1.4 The ENGINEER shall prepare design documents for the rehabilitation of a section of interceptor sewer along the Trunk Sewer East Interceptor from manhole 6 to manhole 4A in the Borough of Ho-Ho-Kus. The existing interceptor main will be evaluated using closed circuit television technology as needed to determine the best method for rehabilitation.

1.1.5 Once the method of rehabilitation has been selected, the ENGINEER shall prepare construction drawings and specifications outlining the proposed work. Specifications will include the requisite NJDEP and Office of Equal Opportunity (OEO) language in accordance with the funding program guidelines.

1.1.6 The ENGINEER will coordinate with adjacent property owners to facilitate the work during construction and obtain the necessary temporary easements for access and construction.

1.1.7 The ENGINEER shall provide the OWNER with a draft copy of the construction drawings, specifications and cost estimate for review and comment. A final review meeting will be coordinated, and all comments provided by the NJDEP and the OWNER will be addressed prior to finalizing the documents for bidding purposes.

1.1.8 This Agreement calls for a total of **120** man-hours to be provided for planning and design services.

1.2 Bidding, Contract Administration and Resident Inspection

1.2.1 The ENGINEER shall furnish additional copies of plans, specifications, and contract documents, as required by prospective bidders, material suppliers, and other interested parties, but may charge said parties for actual cost of such additional copies. The OWNER shall advertise for receipt of bids and shall award the Contract based on the Engineer's recommendations. Upon award of the Contract, the ENGINEER will furnish the OWNER five sets of plans, specifications, and Contract Documents for execution; the cost of these sets being included in the basic compensation paid to the ENGINEER.

1.2.2 The ENGINEER will respond to inquiries from prospective bidders and issue addendums or clarifications as needed during bidding of the project in response to formal inquiries submitted to the OWNER and ENGINEER.

1.2.3 The ENGINEER will attend the bid opening and tabulate the bid proposals, make analysis of bids, and make recommendations for awarding contracts for construction.

1.2.4 The ENGINEER will check and approve any necessary shop and work drawings furnished by contractors.

1.2.5 The ENGINEER shall provide horizontal and vertical control for all structures in the form of benchmarks or reference points to be used by the contractor in staking the construction.

1.2.6 The ENGINEER shall endeavor, when performing the services set forth in this agreement, to observe as an experienced and qualified design professional, the progress and quality of the executed work of contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors. ENGINEER's efforts will be directed toward providing a greater degree of confidence for the OWNER that completed work of contractor will conform to the contract documents, but the ENGINEER shall not be responsible for the failure of the contractors to perform the work in accordance with the Contract Documents. During such visits and on the

basis of on-site observations, the ENGINEER shall keep the OWNER informed on the progress of the work, shall endeavor to guard the OWNER against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the Contract Documents.

1.2.7 Whenever the ENGINEER considers it is necessary or advisable to ensure the proper carrying out of the intent of the Contract Documents, the ENGINEER shall notify the OWNER of any necessity to stop work or require special examinations or testing of the work (whether fabricated, installed, or completed), and if the OWNER so directs, the ENGINEER shall act as the OWNER's representative as to the same.

1.2.8 The ENGINEER will review requisitions submitted by contractors for progress and final payments. Based on his on-site observations as an experienced and qualified design professional, and on his review of contractor's periodic applications for payment and supporting data, the ENGINEER shall determine, as often as necessary, the amount owing to the contractor and certify, in writing, to the OWNER whether payment is due to the contractor in such amounts. Such certificates for payment shall constitute a representation to the OWNER, based on the ENGINEER's observations and review, that the work has progressed to the point indicated and that, to the best of his/her knowledge, information and belief, the quality of work is in accordance with the Contract Documents. By issuing certificate of payment, the ENGINEER shall not be deemed to represent that he has made any examination to ascertain how or for what purpose the contractor has used the monies paid or the amount of the contract sum.

1.2.9 The ENGINEER shall conduct, in company with the OWNER, a final inspection of the project for compliance with the design plans, Contract Documents, and all change orders approved by the OWNER, and shall certify, in writing, to the OWNER whether final payment is due to the contractor.

1.2.10 The ENGINEER shall supply sufficient resident inspector(s) on a full-time/part-time basis for each work phase of the project to perform field inspection of the construction work. The ENGINEER will provide Resident Inspectors, as required, to adequately inspect the contractor's work effort and his compliance with the requirements of the specifications, including environmental and cultural resource protection.

1.2.11 The ENGINEER shall supply sufficient technical personnel to perform the required office engineering services for contract administration.

1.2.12 This Agreement calls for a total of **137** man-hours to be provided for bidding,

inspection and contract administration services.

1.2.13 One year from the completion of construction, the ENGINEER shall conduct an inspection of the project for compliance with the project performance standards, and shall certify, in writing, to the OWNER, whether the project is in compliance or corrective actions must be undertaken.

1.2.14 The ENGINEER will prepare a set of Record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant. One set of reproducible prints of the Record Drawings will be furnished to the OWNER.

1.2.15 If applicable, the ENGINEER shall review and approve operation and maintenance data provided by the Contractor. Operation and maintenance instruction shall be reviewed for compliance with the project design intent. Supplementary operating instructions will be provided in addition to contractor furnished data to integrate systems with OWNERS existing operating facilities.

SECTION 2 – COMPENSATION FOR ENGINEERING SERVICES

2.1.1 The ENGINEER shall submit invoices and vouchers for professional engineering services performed hereunder to the OWNER as follows:

Monthly vouchers shall be submitted indicating the amount of actual time expended by the ENGINEER on the project during the past one-month period.

2.1.2 The OWNER shall pay the ENGINEER the amount of each invoice and voucher within 45-days of the date of receipt of each invoice and voucher.

2.1.3 All professional services outlined in Section 1 herein, dealing with the planning, design, bidding and construction portion of the work, will be compensated and billed monthly based hourly rates listed in the approved billing rate schedule. These values cannot be changed without a formal contract amendment as outlined in Section 5.1. The total estimated budget for all services covered under this agreement is **\$54,000.00**. This includes \$26,500.00 for planning and design and \$27,500.00 for bidding, construction administration and field inspection services covered under this agreement. This estimated budget will not be exceeded without prior written approval of the OWNER.

2.1.4 The performance of contract work shall commence upon the signing of this

Agreement and shall terminate 12 months after completion of construction.

SECTION 3 – OWNER’S RESPONSIBILITIES

The OWNER shall:

- 3.1 Provide all criteria and full information as to its requirements on the project.
- 3.2 Assist the ENGINEER by placing at his disposal all available written data pertinent to the site of the project, include previous reports, and other data affecting the design and/or construction of the project to which the OWNER has access.
- 3.3 Furnish the ENGINEER with available data on property boundary, right-of-way, topographic and utility surveys, all of which the ENGINEER will rely on.
- 3.4 Guarantee access to property and make all provision for the ENGINEER and to public and private lands as required for the ENGINEER to perform the services under this Agreement.
- 3.5 Examine all sketches, opinions of the construction cost, and other documents presented by the ENGINEER to the OWNER and render, in writing, the OWNER’s decision pertaining thereto within a reasonable time from the date of the ENGINEER’s request so as not to delay the work of the ENGINEER. If any delays by the OWNER beyond a reasonable time do occur, the ENGINEER shall be granted a suitable extension of time for the completion of the work with the extent of the delay.
- 3.6 Hold all required meetings, serve all required public and private notices, and set properly upon all matters not the responsibility of the ENGINEER, but necessary to development of the project, and pay all costs incidental thereto.
- 3.7 Furnish the ENGINEER with a copy of any design or construction standards adopted by the OWNER which the ENGINEER shall be required to follow in the preparation of Contract Documents for the project.
- 3.8 Designate, in writing, the person to act as the OWNER’s representative with respect to engineering services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define policies and decisions with the respect of the services covered by this Agreement.
- 3.9 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the work.

3.10 Furnish or instruct the ENGINEER to provide, at the OWNER's expense, necessary additional services as stipulated in sections of this Agreement, or as required for completion of the project and approved in writing by the OWNER.

SECTION 4 – ADDITIONAL SERVICES AND PAYMENT THEREFORE

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others additional services of the following types which shall be paid for by the OWNER as hereinafter provided.

4.1.1 Redesign required by the OWNER after preliminary or final plans have been prepared by the ENGINEER and approved by the OWNER, provided said redesign is not required as a result of any negligence on the part of the ENGINEER in the preparation of the design.

4.1.2 Revisions or changes to reports, applications, permits, property surveys, descriptions, etc., required by the OWNER after the ENGINEER has prepared them (it) in accordance with basic engineering services described in the engineering agreement between the OWNER and ENGINEER in the preparation of said reports, applications, permits, property surveys, property descriptions, etc.

4.1.3 Redesigns or revisions or changes required because of inadequate, insufficient surveys, property descriptions, etc., furnished by the ENGINEER or due to the refusal of regulatory agencies to approve said matters because they do not meet their currently applicable requirements, are not to be considered additional services within the intent of this section and will not be paid for by the OWNER.

4.1.4 Appearances before courts or boards on matters of litigation related to the project.

4.1.5 Preparation of any other reports, studies, or documents which require engineering services not otherwise provided for in this Agreement, including, without limitation, services to be furnished by the OWNER hereunder.

4.2 Payment for additional services specified in this section shall be negotiated at the time of request for the additional services.

SECTION 5 – GENERAL

5.1 This Agreement represents the entire agreement between the OWNER and

ENGINEER. This Agreement may be amended only by written instrument signed by both the OWNER and ENGINEER.

5.2 This Agreement and all of the covenants hereto shall inure to the benefit of assigns, and legal representatives, except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other party hereto.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

OWNER:

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

Name:
Title:
Date:

ATTEST:

Name:
Date:

ENGINEER:

T&M ASSOCIATES

Name:
Title:
Date:

ATTEST:

Name:
Date:

DATE 7/13/2018

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION
PLANNING & DESIGN SERVICES**

Manhour Budget

NO.	TASK	DIV MANGR	CLIENT MANGR	GROUP MGR	PROJ MGR	SUPVR ENGR	SR ST ENGR	STAFF ENGR	ENGR TECH 5	ADMIN SUPPORT	TOTAL HOURS
01	Planning Services										
	Workplan Development / Project Setup										
	NJDEP / Trust Coordination			2		2					2
	NJIB Funding Application Submission			1							2
	Level 1 Planning Document Submission			1							1
	Respond to NJDEP / Trust Comments			2							2
	SED / OEO Coordination			1							1
	Authorization to Advertise Coordination / Approval			1							1
02	Design Services										
	Internal Design Team Review Meeting	1	1		1						
	MH Inspection Report Review								2		5
	Property Owner Coordination				1				2		2
	Basemap Preparation / Layout Coordination				2				6		9
	Develop Design Plans				2				6		8
	Specifications			2	2				12	2	18
	Review CCTV Inspection - Before/After								8		8
	Construction Cost Estimate				1				2		3
	Easement Coordination				5				1		6
	Draft Bid Documents								2	1	4
	Internal QA/QC Review / Address Comments	1	3		6				6		16
	Client Review Meeting		4		4				6		14
	Finalize Bid Documents				3				5	1	9

BILLING HOURLY RATE	\$290	\$290	\$267	\$263	\$243	\$221	\$176	\$167	\$95
DIRECT LABOR COST	\$580	\$2,320	\$2,670	\$7,890	\$0	\$0	\$11,616	\$0	\$380
							LABOR FEE TOTAL		\$25,456

LABOR FEE

\$25,456

CONTRACTED SERVICES

COST	MARK UP	
\$0	15%	\$0
\$0	15%	\$0

DIRECT EXPENSES (NO MARKUP)

\$1.044

TOTAL FEE**TOTAL FEE \$26,500**

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
HO-HO-KUS TRUNK SEWER EAST INTERCEPTOR REHABILITATION
BIDDING, CONTRACT ADMIN & INSPECTION SERVICES**

DATE 7/13/2018

[illegible]

\$27.100

	COST	MARK UP	
	\$0	15%	\$0
	\$0	15%	\$0

\$400

TOTAL FEE	\$27,500
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New Jersey Department of Environmental Protection

LP-11

AFFIDAVIT FOR PROFESSIONAL SERVICES

I, Howard Hurwitz, Executive Director the undersigned authorized
representative of the Northwest Bergen County Utilities Authority the applicant for

(check one)

☒ New Jersey Environmental Infrastructure Financing Program – (Fund/Trust Loans) pursuant to
N.J.A.C. 7:22-3 and 7:22-4

Sewage Infrastructure Improvement Act - (Planning or Design Grants) pursuant to N.J.A.C. 7:22A-
1, 2, and 6

Interconnection/Cross Connection Abatement Account - (Planning or Design Grants) pursuant to
N.J.A.C. 7:22A-1, 2 and 7

Pinelands Infrastructure Trust Fund - (Grant/Loan) pursuant to N.J.A.C. 7:22-6 being duly sworn
according to law, upon my oath deposes and attests that:

1. The applicant has selected the following firm to provide Professional Services:

Firm Name T&M Associates

Address 11 Tindall Road

City Middletown State NJ Zip Code 07748

Telephone Number (732) 671-6400

Principal Officer Nicholas C. Rotonda, P.E.

Further, the selection of the above referenced firm has been made in accordance with the State of New Jersey's Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., or other procurement laws. (NOTE: if an alternative procurement law is involved, please cite the law below, which may include the Privatization Act, N.J.S.A. 58:27-1 et seq., or the Solid Waste Management Act's contracting provisions at N.J.S.A. 13:1E-155 through 168 as well as applicable provisions of state rules or requirements thereof.)

The selected firm will perform the following services:

Planning, design, bidding, construction administration and field inspection services associated with the proposed improvements to the existing Trunk Sewer East interceptor main.

for Project No. S340700-18 described as (include a brief description of the project):

The proposed project includes slip lining of an existing interceptor main between MH#6 and MH#4A of the Trunk Sewer East Interceptor located in the Borough of Ho-Ho-Kus. Work will include excavation of two access pits, slip lining of approximately 650 LF of 30" pipe and site restoration once all work is completed.

at a compensation amount not to exceed \$ 54,000.00

2. The applicant has reviewed the Professional's scope of services and all costs, including direct and indirect costs, associated with this contract for the aforementioned project noted under item 1 above. The applicant herein agrees and approves the costs as being acceptable and reasonable for the intended purpose to complete all said services.

3. The applicant has attached to this AFFIDAVIT a certified copy of the executed professional services prime subagreement.

4. The applicant has attached to this AFFIDAVIT a copy, of the resolution as approved by the local government unit or letter, approving the professional noted under item 1; the Scope of Services for the said project and the Negotiated Acceptable Costs.

The foregoing statements made by me are true and the attached copies of documents are true and correct copies of records maintained by the applicant.

Date

Signature of Authorized Representative

Howard Hurwitz
Name of Authorized Representative (typed)

Executive Director
Title of Authorized Representative (typed)

Sworn to and subscribed before me this
____ day of _____ 20 _____

Signature NOTARY PUBLIC SEAL

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 79-2018

Date: July 16, 2018

AWARD BID – MAGNESIUM HYDROXIDE SLURRY

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS, the Authority advertised on June 7, 2018 for the furnishing and delivery of magnesium hydroxide slurry for a period of two (2) years; and

WHEREAS, on June 28, 2018, the date specified for the public opening and reading of the bids for the magnesium hydroxide slurry contract, one (1) bid was received; and

WHEREAS, Premier Magnesia LLC (“Premier”) submitted a bid price of \$0.2096 per wet pound for the furnishing and delivery of magnesium hydroxide slurry; and

WHEREAS, the Authority’s General Counsel has reviewed the bid of Premier and has found same to be in legal conformance with the advertised specifications and bid requirements, and the Local Contract Law, N.J.S.A.40A:11-1 et seq.; and

WHEREAS, the Authority’s Superintendent has reviewed the bid of Premier and has found same, in all technical aspects, to be in conformance with the advertised specifications and bid requirements, and as such has recommended that the Authority accept said bid submitted by Premier; and

WHEREAS, the Commissioners of the Northwest Bergen County Utilities Authority have determined it is in the best interest of the Authority to accept the bid of Premier for the furnishing and delivery of magnesium hydroxide slurry in the amount of \$0.2096 per wet pound.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The bid of Premier Magnesia, LLC for the price of \$0.2096 per wet pound for the furnishing and delivery of magnesium hydroxide slurry be and is hereby accepted.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 79-2018

Date: July 16, 2018

AWARD BID – MAGNESIUM HYDROXIDE SLURRY

2. In all respects relating to the performance of the magnesium hydroxide slurry Contract hereby awarded, Premier is hereby directed to comply with the requirements of P.L. 1975, Chapter 127, and all other applicable statutes and regulations dealing with anti-discrimination and/or equal opportunity in public contracts.
3. The Chairman or Vice-Chairman of the Authority shall be and hereby is authorized to execute on behalf of the Authority any such contract with Premier.
4. Notice of the contract award shall be advertised in accordance with applicable law.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a Regular Meeting held on July 16, 2018.

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 80-2018

Date: July 16, 2018

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A
PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP REGARDING
THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES**

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS, on or about June 11, 2018 the Superintendent of the Authority received a proposed contract from Valley Medical Group of Paramus, New Jersey relating to the providing of professional services to the Authority in connection with a drug and alcohol testing policy at the Authority, as well as the training and screening of, among others, Authority employees who are holders of Commercial Drivers Licenses (CDL) as well as other Authority employees; and

WHEREAS, the fees for such services provided by Valley Medical Group of Paramus will be in accordance with the Fee Schedule hereby incorporated by attachment into this resolution; and

WHEREAS, the services to be performed by Valley Medical Group qualify as “professional services” under the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), and therefore the contract for same can be awarded by the Authority without public advertisement for bids; and

WHEREAS, the Commissioners of the Northwest Bergen County Utilities Authority, in consideration of the foregoing, have determined that it is in the best interest of the Authority to continue to have an alcohol and controlled substances program in place and enforced at the Authority, and for Valley Medical Group of Paramus to be retained in this regard effective July 1, 2018 to July, 2020.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 80-2018

Date: July 16, 2018

RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT WITH VALLEY MEDICAL GROUP REGARDING THE COORDINATION AND CONDUCT OF ALCOHOL AND DRUG TESTING SERVICES

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority that the Executive Director of the Authority be and is hereby authorized to take all reasonable and necessary steps to cause the Authority to enter into a mutually satisfactory Professional Services Contract with Valley Health Medical Group of Paramus for two (2) years commencing July 1, 2018 regarding the coordination and conduct of alcohol and controlled substance abuse program at the Authority covering, among others, holders of Commercial Drivers Licenses as well as other Authority employees.

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on July 16, 2018.

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelaheer	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							

AGREEMENT

ALCOHOL AND DRUG TESTING SERVICES

This AGREEMENT is made between Valley Medical Group (VMG) ("PROVIDER"), a professional AUTHORITY having its principal place of business at 15 Essex Road, Ste 506, Paramus, NJ 07652 and NW BERGEN UTILITIES AUTHORITY (NON DOT) ("AUTHORITY"), an AUTHORITY having its address at 30 Wyckoff Avenue, Waldwick, New Jersey 07463 on this date of July 1, 2018 which shall hereinafter be referred to as the execution date of this Agreement.

WHEREAS:

PROVIDER provides alcohol and drug testing services to companies to support workplace alcohol and drug testing programs and policies;

The AUTHORITY has a policy for alcohol and drugs abuse testing of applicants and/or employees and requires alcohol and drug testing services from PROVIDER.

In consideration of the mutual covenants and promises set forth, the parties hereby enter into this Agreement, the terms and conditions of which shall apply from the execution date of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, and Agreements contained herein, the parties agree as follows:

SCOPE OF SERVICES

Alcohol tests are tests performed using screening and evidential devices approved by the National Highway Traffic Safety Administration (NHTSA) as reflected by publication in the NHTSA Conforming Products List (CPL) by breath alcohol technicians (BATs) trained and certified by the Drug and Alcohol Testing Training Institute (DATTI) to perform such testing.

Drug tests are tests performed using chain-of-custody collection, testing laboratories certified by the Department of Health and Human Services (DHHS) for such testing, and medical review officers (MROs) qualified and certified to review and report test results.

DOT/FTA tests, whether DOT/FTA alcohol tests or DOT/FTA drug tests, are tests performed in accordance with the regulatory requirements of the DOT/FTA for such testing, including all applicable procedural, personnel, and equipment requirements.

The parties both recognize that federal, state, and local laws may apply to services covered herein. In particular, certain services may be performed according to regulations established and governed by the Department of Transportation / Federal Transit Administration (hereinafter referred to as DOT/FTA). Both parties agree to assure, to the best of their ability that services provided are rendered according to all applicable laws and regulations.

PROVIDER RESPONSIBILITIES

PROVIDER will maintain facilities and personnel adequate to the performance of services agreed to be provided to the AUTHORITY. In particular, PROVIDER will maintain trained and certified personnel qualified to perform services provided.

PROVIDER will maintain, in a secure location with controlled access, all dated records, information, and notifications, identified by individual, for specific information and records for minimum time periods according to the schedule below and as applicable related to services provided by PROVIDER to the AUTHORITY.

FIVE YEARS

- Alcohol tests ≥ 0.02 , positive drug tests, refusals to test, including alcohol form/drug custody & control form & MRO documentation as applicable
- Medical explanations of inability to provide specimens
- Calibration documentation for EBTs
- Substance abuse professional evaluations & related information

TWO YEARS

- Supervisory training BAT and drug screen collector training/certification
- Logbooks for drug and alcohol testing, if used
- Random selection records
- Agreements: testing - collection, laboratory, MRO, consortium

ONE YEAR

- Negative/canceled drug test results: alcohol test results < 0.02

Other (specify)

PROVIDER will not release individual test results to any person, without first obtaining specific written authorization from the tested individual. Nothing in this paragraph shall prohibit

PROVIDER from releasing, to AUTHORITY, it's agents or to officials of the DOT/FTA or DOT/FTA operating agency, or any State or local officials with regulatory authority over the testing program, individual test results, or from releasing individual test results or related information to comply with requests resulting from a legal action, including but not limited to, unemployment hearings, workers' compensation hearings, or other legal hearings, initiated by the tested individual.

PROVIDER will make available to AUTHORITY, at location(s) of AUTHORITY's choosing, and at reasonable expense to AUTHORITY for copying and shipping charges, all records related to alcohol and drug testing performed by PROVIDER for AUTHORITY, except records containing confidential medical information, within two business days of notification by AUTHORITY of such request.

Reporting of results to AUTHORITY by PROVIDER, if applicable, will be by facsimile transmission, electronic transmission, or first class U.S. Mail; in exceptional circumstances reporting may be by telephone. Provision of results by overnight carrier (Federal Express, Airborne, or Express Mail) can be arranged; the charge for this service will depend upon the carrier selected.

AUTHORITY RESPONSIBILITIES

AUTHORITY will provide PROVIDER with the most recent applicable alcohol and/or drug testing policies of AUTHORITY.

AUTHORITY will provide PROVIDER with an updated drivers list on a quarterly basis or upon request.

AUTHORITY will designate a representative and an alternate to whom the PROVIDER will report test results and discuss or report other information.

AUTHORITY will notify PROVIDER of any responsibilities with regard to the AUTHORITY's Employee Assistance Program as it relates to alcohol and drug testing.

AUTHORITY represents that the means of obtaining results from the PROVIDER (including, but not limited to, electronic or computer transmission, facsimile transmission (fax), or written communication), will assure that the results and other information remain secure and confidential with distribution of or access to such information to AUTHORITY officials with a business need for the information only.

AUTHORITY authorizes PROVIDER to request specific information or to order additional tests as necessary or appropriate related to tests performed for AUTHORITY; AUTHORITY agrees to pay for additional costs and charges related to such information requests or additional testing performed.

AUTHORITY acknowledges that performance of necessary verification procedures may be dependent upon cooperation by AUTHORITY representatives, tested individuals, and/or personal physicians and/or health care providers that may possess vital medical history information.

AUTHORITY acknowledges that alcohol testing results ≥ 0.04 or positive drug test results reported by PROVIDER do not indicate that a tested individual is an alcoholic or a drug addict, respectively.

ASSIGNED RESPONSIBILITIES

AUTHORITY and PROVIDER agree that responsibility for the following procedures and services are as designated below. The designee for each procedure or service agrees to assure that each procedure or service is performed according to all applicable regulatory requirements and in accordance with current and accepted professional standards of practice.

Selection/provision of alcohol testing services	AUTHORITY		PROVIDER	X	NOT APPLICABLE	
Selection/provision of drug testing collections	AUTHORITY		PROVIDER	X	NOT APPLICABLE	
Selection/provision of drug testing laboratory services	AUTHORITY		PROVIDER	X	NOT APPLICABLE	
Random selection for drug and/or alcohol testing	AUTHORITY		PROVIDER	X	NOT APPLICABLE	
Other (specify):	AUTHORITY		PROVIDER		NOT APPLICABLE	
Other (specify):	AUTHORITY		PROVIDER		NOT APPLICABLE	
Other (specify):	AUTHORITY		PROVIDER		NOT APPLICABLE	
Additional:						

FEES AND PAYMENT

Fees

Fees for services provided by PROVIDER to AUTHORITY will be in accordance with the *FEE SCHEDULE* hereby incorporated by attachment into this Agreement.

FEE CHANGES

The price for services rendered under this Agreement will not change unless PROVIDER notifies AUTHORITY in writing sixty (60) days in advance of a price change. If AUTHORITY does not agree to the new price, PROVIDER, at its sole discretion, may continue to provide agreed upon services at the then current price for the duration of the Agreement, or may discontinue the provision of services on the date the new schedule of fees would take effect, subject to severability provisions described elsewhere in this Agreement.

SIGNIFICANT CHANGES IN SERVICES PROVIDED

If during the term of this Agreement there is a significant change in the requirements of the PROVIDER, or other services covered under this Agreement as the result of regulatory changes, or other changes mandated by federal or state law, both parties agree to renegotiate the services and fees provided herein, subject to severability provisions described elsewhere in this Agreement.

PAYMENT

PROVIDER will invoice AUTHORITY for all services provided on a monthly basis. Payment terms are net thirty (30) days after the date of any invoice. Overdue payments are subject to additional interest and service charges. In the case of failure of AUTHORITY to make timely payments, PROVIDER may continue to perform its obligations as per this contract and be entitled to recover all payments for services rendered according to this contract, including interest and service charges on late payments, and also including expenses of collection and reasonable attorney's fees.

GENERAL TERMS AND CONDITIONS

TERM

The term of this Agreement shall be for a period of 24 months commencing on July 1, 2018, and terminating on July 1, 2020, with the understanding that this Agreement will renew itself for an additional term of one (1) year, unless terminated sooner by either party herein. The responsibilities and obligations and liabilities shall survive the term of this Agreement.

INDEPENDENT CONTRACTORS

Both parties to this Agreement are independent contractors, and nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturer, or employer-employee, and neither party shall have the power to obligate or bind the other whatsoever beyond the terms of this Agreement.

RESPONSIBILITY FOR AUTHORITY POLICY AND PROGRAM

The parties understand and agree that PROVIDER does not make any employee decisions for employer such as hiring of applicants, termination, discipline or retention of any employee or former employee and that AUTHORITY has sole responsibility for all such decisions. PROVIDER shall not be responsible for any damages resulting from acts or omissions of the AUTHORITY under the AUTHORITY's substance abuse policy.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid and enforceable substitute provision which is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid or unenforceable goes to the essence of this Agreement. Either party has the right to terminate this contract, for any reason whatsoever, upon 30-business day's notice by the terminating party.

FORCE MAJEURE

In no event shall PROVIDER have any responsibility or liability to AUTHORITY for any failure or delay in performance by PROVIDER which results from or is due to, directly or indirectly and in whole or in part, any cause or circumstances beyond the reasonable control of PROVIDER. Such causes and circumstances shall include but are not limited to acts of God, acts of AUTHORITY, acts, rules or regulations or orders of any governmental authority or agency thereof (whether civil, military, executive, legislative, judicial, or otherwise), strikes or other concerted actions of workers, lockouts, or other labor disputes or disasters, accidents, wars, riots, rebellion, sabotage, insurrection or civil disturbances, difficulties or delays in private or public transportation, or any other cause beyond PROVIDER's reasonable control.

WAIVER

The failure of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right, nor to operate to bar the exercise or performance of any right at any time.

INDEMNIFICATION

AUTHORITY shall indemnify, defend and hold harmless PROVIDER, PROVIDER's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent or applicant for employment of the AUTHORITY, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of AUTHORITY or AUTHORITY's employees, agents, or related personnel. AUTHORITY agrees to indemnify and hold harmless PROVIDER, its parents, subsidiaries, and affiliates from any loss, damage, or claim brought by third parties (including AUTHORITY's tested individuals) resulting from any willful or negligent act or omission on the part of AUTHORITY or AUTHORITY's representatives.

PROVIDER shall indemnify, defend and hold harmless AUTHORITY, AUTHORITY's directors, officers, agents and employees, and each one of them, from and against any and all claims, suits, and damages of whatever nature made or asserted by a present or former employee or agent of PROVIDER, of its parent, subsidiary or affiliate companies, arising out of or in any way related to services provided by the PROVIDER under this Agreement, related to negligent, fraudulent, or illegal action or omission of PROVIDER or PROVIDER's employees, agents, or related personnel.

PROVIDER agrees to indemnify AUTHORITY from and against any and all claims arising out of its submission of data or analytical results which are false or incorrect as a result of willful, intentional, or negligent acts or omissions by PROVIDER or PROVIDER's employees, agents, or related personnel.

GOVERNING LAW

The provisions of this Agreement shall be construed, interpreted and governed by the substantive laws of the State of New Jersey including all matters of construction, validity and performance but without giving effect to New Jersey choice-of-law or conflict-of-law principles.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement between PROVIDER and AUTHORITY. This Agreement supersedes all prior Agreements, understandings, negotiations and discussions, written or oral, and may be modified only by a written document signed by both PROVIDER and AUTHORITY.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. AUTHORITY agrees to comply with all federal laws and regulations applicable to the Health Insurance Portability and Accountability Act (HIPAA).
- B. In compliance with HIPAA, AUTHORITY shall execute a Business Associate Agreement, if applicable, in a form prescribed by the PROVIDER.

JEOPARDY

- A. If as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either Party hereto of any provision of this Agreement should jeopardize the licensure of the PROVIDER, the PROVIDER's participation in Medicare, Medicaid, Blue Cross or other reimbursement or payment programs or constitute a violation of any statute, regulation or ordinance or be deemed unethical by any recognized agency or association in the medical field, the PROVIDER may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within thirty (30) days of such request, terminate this Agreement immediately.
- B. The AUTHORITY certifies that it and its employees will comply with all federal and state laws including, without limitation, the Health Insurance Portability and Accountability Act (HIPAA), Medicare and Medicaid. The AUTHORITY agrees to immediately report to the PROVIDER if: (1) the AUTHORITY, and/or its employees, violates any federal or state healthcare law, regulation or policy; (2) the AUTHORITY, and/or its employees, becomes aware of any inquiry or investigation by the government of the AUTHORITY, or its employees; or (3) the AUTHORITY, and/or its employees, is excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

NON-DISCRIMINATION

Each Party agrees that, in performance of this Agreement, services will be provided without discrimination toward any patient, employee or other person regardless of their race, creed, color national origin, sex, sex orientation, blindness or ethnic background. Both Parties shall comply with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq. and of the New Jersey Law Against Discrimination.

NOTICE

Whenever, under the terms of this Agreement, notice is required or permitted to be given by either Institution to the other Institution, such notice shall be deemed to have been sufficiently given if written, deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Institution to whom it is to be given at the address hereinafter set forth. Either Institution may change its respective address by written notice in accordance with this Paragraph.

If to the VMG:

With a copy to:

Paul Gresko
Director of OHS

Robin Goldfisher,
VP, Legal Affairs

If to AUTHORITY :

With a copy to:

AMENDMENTS

This Agreement may not be amended or modified in any manner except by an instrument in writing signed by both Institutions.

BINDING EFFECT: ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective agents, affiliates and successors. Neither Party shall have the right to assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Institution and any attempted or purported assignment shall be null and void and of no effect.

HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

FURTHER ASSURANCES

Each Party covenants that it shall, from time to time, upon the request of the other, execute such further instruments and take such further actions as may be reasonably required to carry out the intent and purposes of this Agreement.

SURVIVAL

Any covenant or provision herein which requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, records retention and access, and restrictive covenants, if applicable, shall survive any termination or expiration of the Agreement.

INSURANCE:

- A. **PROVIDER INSURANCE:** PROVIDER shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million insuring PROVIDER against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by PROVIDER, its employees, staff and agents related to or arising out of this Agreement or the subject matter thereof. All policies and coverages shall be provided on an occurrence basis.
- B. **AUTHORITY INSURANCE:** AUTHORITY shall obtain and maintain at its sole cost and expense during the term of this Agreement, and any renewal thereof, a comprehensive general liability policy, including professional liability, in the amount of at least \$1 million/\$3 million, insuring the AUTHORITY against any and all claims for bodily injury or death and property damage resulting from or arising out of any act, conduct or omission by the AUTHORITY, its employees, staff and agents related to or arising out of this Agreement or the subject matter hereof. All policies and coverages shall be provided on an occurrence basis. AUTHORITY shall provide evidence of such coverage to PROVIDER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year executed below:

Provider: VMG

AUTHORITY: NW BERGEN UTIL AUTHORITY –
NON DOT

By: _____



By: _____

Title: Director, OHS

Title: _____

Date: 5/29/18

Date: _____

FEE SCHEDULE

BUNDLED PRICES FOR SERVICES

BUNDLED PRICES for alcohol tests include both screening and confirmation tests. BUNDLED PRICES for drug tests include collection, laboratory testing, and MRO review.

AUTHORITY agrees to pay PROVIDER \$ 65.00 per Non-DOT drug test

AUTHORITY agrees to pay PROVIDER \$ 50.00 per Observed Urine Drug Screen

AUTHORITY agrees to pay PROVIDER \$ 55.00 per alcohol test (BAT)

AUTHORITY agrees to pay PROVIDER \$ 160.00 per Split Sample test

AUTHORITY agrees to pay PROVIDER \$ 180.00 per Post Accident On- Site service

Charge *includes* periodic *random* selection of employees, (50% UDS per yr, 25% BAT per yr) all MRO services, Collection Sites, Record back-up, semi-annual laboratory reports as well as *unlimited* Supervisor training instruction, and 800 Hot-Line numbers for Post Accident Collection Sites or On-Site Post Accident Services. (On-Site Post Accident Service fee does not include cost of drug or alcohol tests).

Amendment A

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION EXHIBIT

NON-DISCRIMINATION

Both Parties agree that, in performance of this Agreement, services will be provided without discrimination and in compliance with all requirements and provisions of the Civil Rights Act of 1964, 42 U.S.C.A. 2000, et seq., the New Jersey Law Against Discrimination, and the New Jersey Equal Employment Opportunity and Affirmative Action Rules.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (such as a Letter of Federal Affirmative Action Plan Approval);

A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4; or

An Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance), to be completed by the contract, in accordance with N.J.A.C. 17:27-4).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**



Signature

05-25-18

Date

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 81-2018

Date: July 16, 2018

RESOLUTION AUTHORIZING THE USE OF SOURCEWELL NATIONAL COOPERATIVE

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units, including the Northwest Bergen County Utilities Authority, to make purchases and contract for services through the use of nationally recognized and accepted Cooperative Purchasing Agreements that have been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey or within any other state; and

WHEREAS, the Northwest Bergen County Utilities Authority has determined that the use of Cooperative Purchasing Agreements may result in significant cost savings and is desirous of joining and participating in a national cooperative called Sourcewell National Cooperative; and

WHEREAS, Sourcewell is established as a public agency and serves agencies across the United States and Canada as a municipal contracting agency; and

WHEREAS, Sourcewell operates under the enabling authority of Minnesota Statute 123A.21; and

WHEREAS, the Northwest Bergen County Utilities Authority desires to become a member of Sourcewell for the purposes of purchasing goods and/or services through a procurement process that is more efficient and provides a cost savings to the Northwest Bergen County Utilities Authority;

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority as follows:

1. The Authority is hereby authorized to enter into an agreement with Sourcewell National Cooperative.
2. The Executive Director, or his designee, be and hereby is authorized to execute any such documents in connection with joining and participating in Sourcewell.
3. The Northwest Bergen County Utilities Authority shall be responsible for ensuring that all goods and/or services procured through Sourcewell National Cooperative comply with all laws of the State of New Jersey Local Public Contracts Law, N.J.S.A 40A:11-1 et. seq., and all other provisions of the revised statutes of the State of New Jersey.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 81-2018

Date: July 16, 2018

**RESOLUTION AUTHORIZING THE USE OF
SOURCEWELL NATIONAL COOPERATIVE**

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on July 16, 2018.

CHAIRMAN

SECRETARY

DATED: July 16, 2018

	Bonagura	Chewcaskie	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 82-2018

Date: July 16, 2018

**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT WITH
CHAVOND BARRY ENGINEERING CORP. TO PROVIDE ENGINEERING SERVICES**

WHEREAS, by Resolution No. 16-2018, the Northwest Bergen County Utilities Authority (the “Authority”) identified a number of firms as qualified to perform engineering services required by the Authority pursuant to a Request for Qualifications for such position, which notice thereof was published on January 12, 2018; and

WHEREAS, by Resolution No. 24-2018 (the “Original Resolution”) dated February 20, 2018, the Authority retained Chavond Barry Engineering Corp. (the “Engineering Firm”) to provide engineering services related to general incinerator advice and the Authority and Engineering Firm entered into a professional services agreement (the “Agreement”); and

WHEREAS, the Original Resolution and Agreement provides for the Engineering Firm’s compensation to be capped at \$70,000; and

WHEREAS, the Engineering Firm has submitted to the Authority a cost proposal for the purchasing of IDI Incinerator Tuyeres in the amount of \$42,325; and

WHEREAS, the Authority’s Certifying Finance Officer has certified that funds are available to increase the budget for the Engineering Firm.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority the following:

1. The Original Resolution and the Professional Services Agreement with Chavond Barry Engineering be amended to increase the not to exceed amount to \$112,325 for general engineering services related to incinerator advice.
2. The Original Resolution and Agreement, unless expressly modified, shall remain in full force and effect.
3. The Certifying Finance Officer’s Certification of Available Funds shall be maintained on file at the Authority and made a part hereof.
4. Notice of this amendment shall be published in accordance with applicable law.
5. This Resolution shall take effect immediately.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 82-2018

Date: July 16, 2018

**RESOLUTION AMENDING THE NOT TO EXCEED COST OF THE AGREEMENT WITH
CHAVOND BARRY ENGINEERING CORP. TO PROVIDE ENGINEERING SERVICES**

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on July 16, 2018.

**MICHAEL KASPARIAN
CHAIRMAN**

**ALISON GORDON
SECRETARY**

	Bonagura	Chewcaskie	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify to the Board of Commissioners of the Northwest Bergen County Utilities Authority that sufficient funds are available for payment of the following:

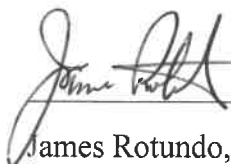
CONTRACT: Professional Services – Engineering related to Incineration Advice

VENDOR: Chavond Barry Engineering Corp.

AMOUNT: \$42,325

ACCOUNT NO.: 7000-6610

Date: 7/13/2018


James Rotundo, Certifying Finance Officer

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 83-2018

Date: July 16, 2018

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
NJEIFP LOAN NO. S340700-18**

WHEREAS, the Northwest Bergen County Utilities Authority intends to file a loan application with the New Jersey Department of Environmental Protection and the New Jersey Infrastructure Bank for the Authority's Ho-Ho-Kus Trunk Sewer East Interceptor Rehabilitation Project:

The proposed project includes rehabilitation of two (2) sewer sections of the Trunk Sewer East interceptor located in an easement area that runs parallel to Franklin Turnpike from Stone Ridge Lane to just south of Rosencrantz Place in the Borough of Ho-Ho-Kus. Work includes cleaning and slip lining approximately 675 lineal feet (LF) of 30" RCP sanitary sewer pipe and miscellaneous site improvements to restore the project site to its original condition. Additionally, as part of the finance application, the Authority proposes to purchase an automated and portable manhole scanner and operating system, the CleverScan Scanning System by EnviroSight; a mobile mounted sewer camera; and a truck mounted combination sewer cleaner.

NOW, THEREFORE BE IT RESOLVED, that Howard Hurwitz, Executive Director, be authorized to act as the Authorized Representative to represent the Authority in all matters relating to the project undertaken pursuant to the above referenced New Jersey Environmental Infrastructure Loan to be executed with the New Jersey Department of Environmental Protection and the New Jersey Infrastructure Bank. The Authorized Representative may be contacted at:

Northwest Bergen County Utilities Authority
30 Wyckoff Avenue at Authority Drive
Waldwick, NJ 07463-0255
(201) 447-2660

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 83-2018

Date: July 16, 2018

**NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY
NJEIFP LOAN NO. S340700-18**

I do hereby certify that the foregoing is a correct and true copy of a Resolution adopted by Northwest Bergen County Utilities Authority at a meeting duly held on the following date: Monday, July 16, 2018.

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 84-2018

Date: July 16, 2018

**GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions
Under Title VII of the Civil Rights Act of 1964"**

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires that each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the Authority have familiarized themselves with the contents of the above-referenced enforcement guidance and with their Authority's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the Authority attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the Northwest Bergen County Utilities Authority of the County of Bergen hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the Authority's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Secretary to cause to be maintained and available for inspection a certified copy of this Resolution and the required affidavit to show evidence of said compliance.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on July 16, 2018.

MICHAEL KASPARIAN, CHAIRMAN

ALISON GORDON, SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							

GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE WITH THE UNITED STATES
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under
Title VII of the Civil Rights Act of 1964"

GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES
NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF BERGEN

We, members of the governing body of the Northwest Bergen County Utilities Authority being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Northwest Bergen County Utilities Authority of the County of Bergen;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the Authority's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the Authority's hiring practices comply with the above-referenced enforcement guidance.

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

Sworn to and subscribed before me this
_____ day of _____, 2018
Notary Public of New Jersey

Signature

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 85-2018

Date: July 16, 2018

AUTHORIZATION FOR PAYMENT OF BILLS FOR AUGUST 2018

WHEREAS, it has been determined by the Commissioners of the Northwest Bergen County Utilities Authority (the “Authority”) that no meetings of the Commissioners will be held during the month of August, 2018; and

WHEREAS, the Authority’s bills are approved for payment at its monthly meeting and the Authority has a need to provide for the consistent and regular payment of its bills for the month of August; and

WHEREAS, the Commissioners wish to provide a mechanism for the payment of August bills as set forth below.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority as follows:

1. The Executive Director and Administrative Assistant are directed to prepare the bill list (including but not necessarily limited to payroll, tax deposits, health benefits contributions, dental benefits, PERS and Contributory Insurance, DCRP contributions, operating account, general improvement account and the 2015 Wastewater Trust account) in the ordinary course for payment and circulate such list to each Commissioner by August 6, 2018; and
2. Unless any Commissioner has an objection to a specific payment or requires further discussion on payment of a bill(s), then such bill(s) shall be excluded from payment and the Commissioners authorize payment of the remainder bills on or after August 13, 2018.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 85-2018

Date: July 16, 2018

AUTHORIZATION FOR PAYMENT OF BILLS FOR AUGUST 2018

It is hereby certified that this is a true copy of a Resolution adopted by the Northwest Bergen Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a meeting held on July 16, 2018.

CHAIRMAN

SECRETARY

	Bonagura	Chewcaskie	Gabbert	Kelaher	Lo Iacono	Plumley	Kasparian
Offered							
Seconded							
Aye							
Nay							
Absent							
Abstain							
Recuse							